

Proceedings
of the
County Board
of
McLean County,
Illinois

June 17, 2003

*Subject to approval at
July 22, 2003
County Board Meeting*



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June 17, 2003

The McLean County Board met on Tuesday, June 17, 2003 at 9:05 a.m. in Room 200 of the Old County Courthouse, 200 North Main Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Sorensen and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, and Michael Sweeney.

No Members were absent.

Appearance by Members of the Public and County Employees:

Chairman Sweeney stated the following: under the circumstances, I would like to publicly say thank you, especially to Felmley Dickerson, John Meek, and Clark Engineering for the structural engineering components they have been dealing with at the Law and Justice Center. Also, I would like to thank Weber Electronics who are the electrical contractors. We also really need to thank the staff who have been involved for long periods of time, the Sheriff, and Derrick Love who is the individual who controlled getting all of the inmates out of the jail to remote locations. Information Services, Craig Nelson and his staff, have been doing wonderful work. It is just amazing what they have been doing and the contacts they have been making around Illinois and other places in the country to try to get us back in operation. The Facilities Management group has coordinated all of these individuals, the structural components, the engineering, etc. It is interesting to watch and see what is going on with these individuals. Administration, the elected officials, and the department heads have met two or three times in group settings at our command center and it is amazing how well they work together and understand the problems that we have in front of us. I've been to some other counties and I can't imagine that most counties could work as efficiently as I think our people have been doing over the last two days. I would also like to thank Matt Sorensen. On Sunday morning, he came down to the Law and Justice Center. I was in Chicago and didn't get the phone call until around 10:00 a.m. about the situation, but he was there most of the day. Also, Diane Bostic was there a lot that day and most of yesterday dealing with the issues because she is the Chairman of the Property Committee and that is one of her buildings. Thank you all very much. What I would like to do at this point is turn it over to John Zeunik to give you an update on what is going on at the Law and Justice Center. As far as I am concerned, we are extremely fortunate to have somebody who is the quality of an individual as Mr. Zeunik. Mr. Zeunik has been involved almost from the minute that it happened and has been very active in putting this thing together. I would like to turn it over at this time to Mr. John Zeunik. Mr. Zeunik stated the following: on Sunday morning about 9:50 a.m., County Board Member Susie Johnson called me at home and advised me that she was working at her office across the street from the Law and Justice Center and heard a loud explosion. When she went outside, she saw black smoke coming out of the Law and Justice Center. That was the first contact I had that there had been a problem at the Law and Justice Center. She had already called 911 as had the Sheriff's desk Sergeant. I contacted Jack Moody.

By the time I arrived on the scene, Jack was there along with the Facilities Management staff. Most of Sunday was spent just extinguishing the fire. It was a very intense fire, a very hot fire because it was an electrical transformer that blew up as well as all of the motor control devices that serve the Law and Justice Center. There was a lot of heat in a very confined space and the fire department was limited as to what agents they could apply to put out the fire. The first responders on the scene, Bloomington Fire Department, Bloomington Police, Normal Police, ESDA Command Center, McLean County Rescue Squad, and the McLean County Sheriff's Department were superb. Talking about people working together to deal with an emergency to protect human life, to protect property, they did an exemplary job. Bloomington called in firemen who were off duty. Bloomington Police brought in extra manpower, as did Normal. When the Sheriff made the decision to move the prisoners because we had no electrical power and no possibility of restoring electrical power to the Law and Justice Center, with the assistance of Bloomington and Normal, it was managed in a very safe, very efficient way. When moving the inmates out of the jail, they used additional lighting provided by the McLean County Rescue Squad to illuminate the interior of the building so that we could move the inmates out of the building safely, holding them temporarily in the Lincoln Deck. They then moved them through the cooperation of other counties and other agencies. The State of Illinois, Illinois Emergency Management Agency, was on scene. Through their efforts, they were able to get the Department of Corrections to help provide buses, transportation, and space for female inmates at the Dwight Correctional Center. As Chairman Sweeney mentioned, Felmer Dickerson and Weber Electric were called in on an emergency basis to evaluate the condition of the building as well as to look at providing service. By yesterday, temporary service had been restored to the Health Department building through a generator which was brought in from Morton, Illinois. As of yesterday afternoon, Illinois State University provided us another emergency generator at no cost as well as staff from Illinois State to help our Facilities Management crew bring that emergency generator to life, connect it to the power system in the penthouse, connect it to the uniform power supply which supplies our data center, and by yesterday afternoon at 4:00 p.m., our data center was up and live. All systems were operational. Yesterday afternoon, our County Treasurer, prepared a property tax distribution in the amount of \$25,000,000 which is going out to all of the taxing districts in McLean County, school districts, fire protection districts, and municipal governments. As we meet this morning, payroll for County employees is being entered and it will be distributed to employees on Friday. As of yesterday afternoon, telephone service was restored to the Health Department building and to the Law and Justice Center. At the status meeting this morning, Illinois Power advised us that hopefully, by tomorrow afternoon, the 200 West Front Street building will be totally off of emergency services and Illinois Power will have routed permanent service to the building separate from the service going into the Law and Justice Center. Previously, the Hundman service basically looped through the transformer in the Law and Justice Center, came back out of the Law and Justice Center and then went into the 200 West Front Street building. When we lost all the power on Sunday as a result of that explosion, the Health Department lost all of their power as well. Today we are working on getting the power, direct service to the 200 West Front Street building. We are also looking at cleanup in the electrical vault. Terracon Environmental Engineering is on site evaluating whether there are any hazardous substances in that room that need to be removed before Felmev Dickerson can get in to begin shoring up the walls that were damaged, cleaning up the area, and basically preparing the area to put in new service. Facilities Management, as Chairman Sweeney said, has just been fantastic. They not only have worked side by side with the contractors, but also they have offered solutions and come up with ideas that the contractors and engineers have gone back, evaluated, and, in many cases, found will work and have made a difference. Information Services has been on site. I think it is remarkable that within 36 hours, even though

we don't have County offices, we will be able to provide connections for data to their records. Our financial and justice systems are up and running. We will have remote capabilities available for department heads. I've asked all the elected officials and department heads to give me their minimum space needs today by noon so that we may begin to identify temporary office space. The community of McLean County has been outstanding, the number of business, organizations, other governmental bodies that have offered us space at no cost is amazing. We have an inventory of possible places where offices can be temporarily located. We are going to begin matching that up with the needs of the County offices and departments and begin making plans to make that happen. Illinois State University, as I mentioned, is fantastic, and McLean County's best good neighbor, State Farm, has gone out of their way to make any resources they have available to us. It is truly remarkable to see that organization respond day in and day out to the needs of McLean County. If you go by the Law and Justice Center, you will see a State Farm RV. Up until yesterday, the Sheriff's command staff was working under a tent. Now they have a State Farm disaster RV available as their command center. All in all, it has been a remarkable three days. We think we have made significant progress in a relatively short period and we hope to continue to make progress through the close of business today and by the end of the week.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

6. CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, May 20, 2003
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Results from Sale of Surplus Vehicles from May 28, 2003 Bids
- C. Building & Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Approve the application of Michael E. Kirk, in case 03-31-Z. He is requesting a text amendment to Section 602.39.C.(4).d of the McLean County Zoning Ordinance to amend the regulations governing special events, to allow a maximum of 6 special events per calendar year for properties located in the C-Commercial and M-1 Restricted Manufacturing Districts rather than 4 as allowed.
 - b) Approve the application of Pat Cozena, for Central Illinois Small Animal Rescue (CISAR) in case 03-34-S. She is requesting a special use to allow an Animal Care (General) – facility that will provide animal care, veterinary services, and boarding in the Agriculture District; on property which is located in Blue Mound Township at 29738 E 1400 North Road, Ellsworth
 - c) Approve the application of Neal and Erin Douglas, in case 03-36-S. They are requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses; on property which is located in Danvers Township immediately west of 250 East Road and approximately 3/8 south of 1950 North Road
 - d) Deny the application of James A. Merna, in case 03-37-Z. He is requesting a map amendment to change the zoning classification of three acres from A-Agriculture District to M-1 Restricted Manufacturing District; on property which is located in Towanda Township immediately west of 2300 East Road (Rt. 165) and approximately 750 ft. north of 1600 North Road
 - e) Approve the application of Samuel L. Reynolds, in case 03-39-S. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner; on property which is located in Dawson Township immediately west of 2600 East Road and approximately 3/8 mile north of 800 North Road

2.	Subdivision Cases	
a)	Request Approval of a waiver of preliminary Plan requirements and a two lot final subdivision Plat for the Flanscha Subdivision by Dan and Janelle Flanscha, File S-03-06	16-17
b)	Request Approval to vacate a utility easement on the southwesterly five feet of Lot 9 and the northeasterly five feet of Lot 10 of the Don Owen Commercial Subdivision by Todd Reinhardt, File No-03-04	18-19
D.	Transfer Ordinances	20
	<u>Finance Committee:</u>	
1)	<u>Items to be presented for Action:</u>	
a)	Request Approval of an Ordinance for Prevailing Rate of Public Works Wages or McLean County	21-30
	<u>Property Committee:</u>	
1)	<u>Items to be presented for Action:</u>	
a)	Request Approval of Loader Lease Agreement with Cross Implement – Parks and Recreation Department	31-34
b)	Request Approval of Construction of Outdoor Patio at MetCom – MetCom	35-36
F.	Chairman's Appointments with the Advice and Consent of the County Board:	
a)	<u>REAPPOINTMENTS:</u>	
	<u>APPOINTMENTS:</u>	
	<u>McLean County Board of Health</u> Richard J. Hon Jr. M.D., F.A.C.O.E.M. #5 Stetson Dr. Bloomington, IL 61701 Appointed to a One-Year Term that expires on June 30, 2004	
	<u>McLean County Regional Planning Commission</u> Mr. John Hanson 21 Buckhurst Circle Bloomington, IL 61704 Appointed to the remainder of Three-Year Term that expires on December 31, 2003	

Public Building Commission of McLean County

Mr. Eugene Salch
1014 South Summit Street
Bloomington, IL 61701
Appointed to the remainder of Five-Year
Term that expires on October 1, 2003

Ellsworth Fire Protection District

Mr. Gerald L. Bedell
29980 East 1050 North Road
Ellsworth, IL 61737
Appointed to a Three-Year Term that
Expires on April 30, 2006

b) RESIGNATIONS:

McLean County Board of Health

Paul Pedersen, M.D.
2003 Berrywood Lane
Bloomington, IL 61701

McLean County Regional Planning Commission

Ms. Janet Smith
711 E. Bissell Street
Bloomington, Illinois 61701

Public Building Commission of McLean County

Mr. John Winterroth
108 North Bellemont Road
Bloomington, IL 61704

Ellsworth Fire Protection District

Mr. Gerry Weinhemier
501 North High Street
Ellsworth, IL 61737

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on June 3, 2003, for a letting held on May 28, 2003 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on June 3, 2003

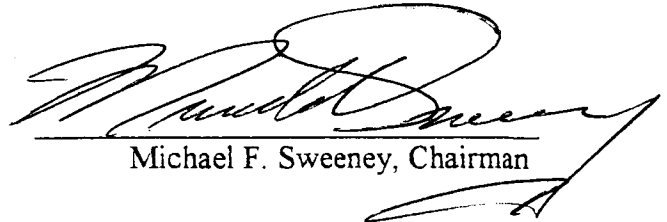
NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following:

1997 Ford Crown Victoria

Sold to Joe Raycraft for the amount of \$4,500.00

1998 Dodge Ram Pickup Truck

Sold to Randy Zimmerman for the amount of \$5,900.00


Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on June 17, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17 day of June, A.D., 2003

[SEAL]


County Clerk

SALE OF EQUIPMENT
MC LEAN COUNTY HIGHWAY DEPARTMENT
Equipment Bid Tabulation

Date of Bids (Quotes): 5/28/2003 Time: 8:00 A.M. Item: Vehicle Sale
Vehicle: 1997 Ford Crown Victoria Vin: 2FLAP71W1VX178700
Present: Jack and Lafe Date Advertised: 5/14/2003

Bidder:	Original Bid		Bid Raised to:		
Joe Raycraft	\$2,000.00		\$4,500.00		
Maurie Saldeen	\$500.00				
Dennis Eft	\$1,350.00				
Ralph Gaines	\$1,255.00				
Randy Zimmerman	\$500.00				
Rick Gaines	\$1,212.12				
David Mylcraine	\$1,500.00				

Comments: Bid exceeds minimum required bid of \$3,500.00

Recommended by Highway Department: Sell 1997 Ford Crown Victoria to Joe Raycraft for \$4,500.00

Accepted by Transportation Committee: _____

Date: _____

SALE OF EQUIPMENT
MC LEAN COUNTY HIGHWAY DEPARTMENT
Equipment Bid Tabulation

Date of Bids (Quotes): 5/28/2003 Time: 8:00 A.M. Item: Vehicle Sale
Vehicle: 1998 Dodge 1/2 Ton Pickup Vin: 1B7HC16Y6WS718081
Present: Jack and Lafe Date Advertised: 5/14/2003

Bidder:	Original Bid		Bid Raised to:		
Joe Raycraft	\$2,000.00				
Rick Gaines	\$2,222.22				
Randy Zimmerman	\$500.00		\$5,900.00		
David Mylcraine	\$3,500.00				
Mark Leake	\$3,500.00				

Comments: Bid exceeds minimum required bid of \$4,500.00

Recommended by Highway Department: Sell 1998 Dodge 1/2 ton truck to Randy Zimmerman for a price of \$5,900.00

Accepted by Transportation Committee: _____

Date: _____

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Michael E. Kirk, in case 03-31-Z for a text amendment to Section 602.39.C.(4).d of the McLean County Zoning Ordinance to amend the regulations governing special events, to allow a maximum of 6 special events per calendar year for properties located in the C-Commercial and M-1 Restricted Manufacturing Districts rather than 4 as allowed as follows:

Frequency: The maximum frequency of a special event on the same property shall be 4 per calendar year for individual organizations and businesses and 3 per calendar year for shopping centers. **The maximum per calendar year for properties in the C-Commercial District and M-1 Restricted Manufacturing District shall be 6.**

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 3, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby reports their findings of fact and their recommendation as follows:

Special Events are a subsection of Temporary Uses in the Zoning Ordinance. The purpose and intent of this subsection is to allow short term use of the land for Special Events, while protecting nearby property owners, residents, and business from activities that may be disruptive, obnoxious or otherwise incompatible. Special Events are categorized in two categories; Type 1 Special Events and Type 2 Special Events. Type 1 Special Events are Fund Raising Activities, Grand Opening and Going Out of Business Sales, Special and Seasonal Sales Events, Auction and Estate Sales, and Walks, Runs, Bike Tours, and Races that can be approved by the Department of Building and Zoning. Type 2 Special Events are more intensive short-term cultural and entertainment events such as concerts, circuses, fairs, carnivals, or festivals that can be approved by the County Board.

This text amendment would allow two additional Special Events per calendar year in the C-Commercial and M-1 Restricted Manufacturing Districts. The two additional Special Events per calendar year in the C-Commercial and M-1 Restricted Manufacturing Districts will likely continue to provide the necessary protection to nearby property owners, residents, and businesses from activities that may otherwise be incompatible. The text amendment would not allow the additional two Special Events per calendar year in the Agriculture, R-1 Single Family Residence, and R-2 Two Family Residential Districts; thus protecting the majority of residential property owners. The text amendment would allow two additional Special Events per calendar year on a limited amount of properties and would not likely cause a nuisance, due to the type of zoning districts in which they will be allowed. Therefore, this Board recommends that the text amendment be approved to allow a maximum of 6 special events per calendar year for properties located in the C-Commercial and M-1 Restricted Manufacturing Districts rather than 4 as allowed

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member James Finnigan was absent.

Respectfully submitted this 3rd day of June 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheet
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

AMENDATORY ORDINANCE
AMENDING THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, Michael E. Kirk has proposed that certain portions of the text of Section 602.39.C of the McLean County Zoning Ordinance be amended; and

WHEREAS, the McLean County Zoning Board of Appeals, after due notice as required by law, held a public hearing on said proposal on June 3, 2003, identified as Case 03-31-Z and has recommended that the said Zoning Ordinance be amended as follows: to amend the regulations governing special events, to allow a maximum of 6 special events per calendar year for properties located in the C-Commercial and M-1 Restricted Manufacturing Districts rather than 4 as allowed, and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said zoning ordinance of said county; now, therefore,

BE IT ORDAINED that the McLean County Zoning Ordinance be and hereby is amended as follows:

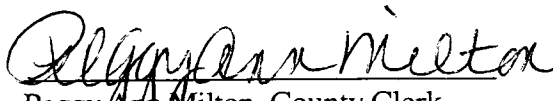
Amend Section 602.39.C(4) General Special Event Standards

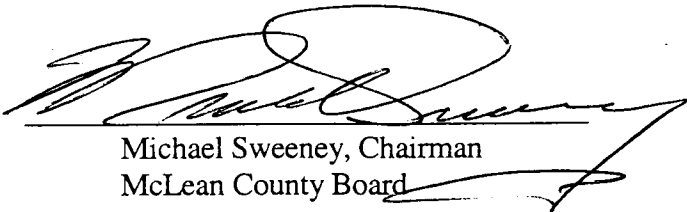
- d. Frequency: The maximum frequency of a special event on the same property shall be 4 per calendar year for individual organizations and businesses and 3 per calendar year for shopping centers. **The maximum per calendar year for properties in the C-Commercial District and M-1 Restricted Manufacturing District shall be 6.**

Adopted by the County Board of McLean County, Illinois this 17th day of June 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Pat Cozena, for Central Illinois Small Animal Rescue (CISAR) in case 03-34-S. She is requesting a special use to allow an Animal Care (General) – facility that will provide animal care, veterinary services, and boarding in the Agriculture District; on property which is part of Section 36, Township 24N Range 4E of the 3rd P.M.; and is located in Blue Mound Township at 29738 E 1400 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 3, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 6.4 acre property was a former farm dwelling site that has been set aside from the farm as a single family residential use. A large old barn and a detached garage are also located on the property. This property is relatively flat and drains to the south. The property has 600 feet of frontage on the north side of 1400 North Road (Illinois Route 9), an asphalt road 25 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District that is used for crop production.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The property has a large barn on it and the applicant proposes to build an additional structure (258 feet by 54 feet) that will eventually provide shelter and veterinary services for a maximum of 250 dogs, 250 cats, and 15 horses. The applicant intends to hire a person who will live on site and provide care for the animals. The applicant is purchasing the property and leasing it to Central Illinois Small Animal Rescue (CISAR). CISAR has been in operation for approximately 4 years and is a non-profit corporation. CISAR rescues animals that are abused, abandoned, and neglected. The applicant will also need a permit from the Illinois Department of Agriculture for this facility.

The applicant proposes to develop the property in two phases. Phase I consists of developing the existing barn according to the site plan submitted so that it can shelter a total of 100 dogs, 100 cats, and 7 horses. Phase II consists of a proposed barn that will be built within 5 years that will be 258 feet by 54 feet in area.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is an isolated tract that is surrounded by land in crop production. The proposed animal care facility will not likely have an adverse affect on these surrounding properties. The nearest single family residence is located approximately ½ mile to the west of the subject property. A shooting range is located approximately ¼ mile to the east. The applicant indicated that noise from the shooting range will not disrupt the animals and does not pose a problem.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed animal care facility will be located on a 6.39 acre tract with a large barn and trees. The nearest residence is ¼ mile away. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The dwelling and office will be served by a septic system approved by the County Health Department. A separate septic system will be provided to treat animal waste from the proposed facility. Dog runs will be provided that can be washed and drained into this septic system. The property is served by a private well. A permit is required from the Illinois Department of Agriculture before the proposed facility can be opened.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided that Phase I (use of the existing barn) is completed prior to the start of Phase II (construction of a new 258 feet by 54 feet structure).

Therefore this Board recommends that a special use be granted on the property described above to allow the establishment of an Animal Care (General) – facility that will provide animal care, veterinary services and boarding and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, and provided that Phase I (use of the existing barn) is completed prior to the start of Phase II (construction of a new 258 feet by 54 feet structure).

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and no members absent.

Respectfully submitted this 3rd day of June 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheet
James Finnigan
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Neal and Erin Douglas, in case 03-36-S. They are requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses; on property which is part of Section 4, Township 24N, Range 1W of the 3rd P.M. and is located in Danvers Township immediately west of 250 East Road and approximately 3/8 south of 1950 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 3, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 10.89 acre property is currently in woods and pasture. This property is hilly and drains to the west to a creek. The property has 313 feet of frontage on the west side of 250 East Road, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE - The surrounding land is in the A-Agriculture District. The land to the north, east and west is used for crop production. The land to the south is in part used for crop production and in part is wooded.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 86 out of 125 points. The site assessment score was 123 out of 175 points. The total LESA score was 209 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant proposes to build a house on a part of the parcel that is not desirable for crop production, is sloping and is partially wooded.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The 10 acre tract has significant slope, woods, and is partially in pasture. Nearby property that is currently in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed dwelling will be located on a part of the property that has significant slope, trees and is not suitable for crop production.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 313 feet of frontage on the west side of 250 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained an entrance permit from the Danvers Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; the land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member James Finnigan was absent.

Respectfully submitted this 3rd day of June 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheet
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of James A. Merna, in case 03-37-Z. He is requesting a map amendment to change the zoning classification of three acres from A-Agriculture District to M-1 Restricted Manufacturing District on property which is part of Section 23, Township 24N, Range 3E of the 3rd P.M.; and is located in Towanda Township immediately west of 2300 East Road (Rt. 165) and approximately 750 ft. north of 1600 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 3, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 3 acre property is currently used for crop production. The topography of the property is relatively flat and drains generally to the southwest. The property has 543 feet of frontage on the west side of 2300 East Road (Rte. 165), an asphalt road 25 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north, east and west is in the A-Agriculture District. The land to the south is in the M-2 General Manufacturing District. The land to the north, east and west is in crop production. The land to the south is used as a fertilizer plant.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 122 out of 125 points. The site assessment score was 117 out of 175 points. The total LESA score was 239 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- A. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is not met. The trend toward commercial development is not established. The property to the south was rezoned for a fertilizer plant, however, its use had previously been established in another area of Merna many years ago. The property has a high LESA score with especially good soils that should be kept in crop production.
- B. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is relatively flat. The topography and dimensions of the property are appropriate for uses in both the existing and the proposed zoning districts. The current use of the property for crop production is a reasonable use of the land.
- C. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the**

proposed zoning classifications. This standard is met. The property has approximately 543 feet of frontage on the west side of 2300 East Road (Rte. 165) and it appears that safe sight distance can be provided for this property.

- D. Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classifications.** This standard is met. This property is adjacent to State Highway 165.
- E. The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat and is not located in a flood zone area.
- F. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the M-1 Restricted Manufacturing District.** This standard is met. The Towanda Township Fire District will provide fire protection for the subject property.
- G. The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is not met. Merna is primarily a residential area and this map amendment would detract from the residential quality of life in the area.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested does not meet all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest. Therefore, the Zoning Board of Appeals hereby recommends denial of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of M-1 Restricted Manufacturing District.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend denial, Member Hoffman was opposed and Member Kinsella recused himself.

Respectfully submitted this 3rd day of June 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheet
James Finnigan
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Samuel L. Reynolds, in case 03-39-S. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner; on property which is part of Section 32, Township 23N, Range 4E of the 3rd P.M. and is located in Dawson Township immediately west of 2600 East Road and approximately 3/8 mile north of 800 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on June 3, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 5 acre property is currently used in part for crop production and in part is in grass. This property is relatively flat and drains to the southwest. The property has 346 feet of frontage on the west side of 2600 East Road, an oil and chip road 19 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the east and south is used for crop production. The land to the north and west is in woods and pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 122 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 231 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the son of the owner of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for a son of the farm owner of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the son of the owner of the farm from which this property is set aside.

will be provided. This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 346 feet of frontage on the west side of 2600 East Road.

5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The County Highway official has indicated that it appears that safe sight distance can be provided at the proposed entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; one of the applicants is the son of the farm owner.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided one of the initial occupants is the applicant.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member James Finnigan was absent.

Respectfully submitted this 3rd day of June 2003, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheet
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT
Flanscha Subdivision, File S-03-06

WHEREAS, Dan and Janelle Flanscha have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Flanscha Subdivision, file number S-03-06, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Dan and Janelle Flanscha have subdivided this property into two lots in order to provide an easement of access across one lot on which a dwelling is located for the benefit of a second lot on which a dwelling is proposed; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

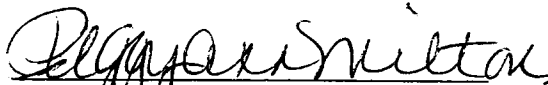
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

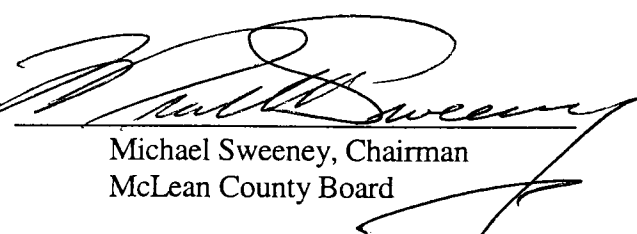
BE IT ORDAINED that the said waiver and final plat for the aforesaid Flanscha Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 17th day of June, 2003

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-06

1. REFERENCE

- a. Meeting date: June 5, 2003
- b. Subdividers' names: Dan & Janelle Flanscha
- c. Subdivision name: Flanscha Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 14993 E 2550 N Road, Hudson
- b. Township: Hudson Township
- c. Parcel Numbers: 07-03-300-001
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for the Flanscha Subdivision
- f. Existing land use: A single family residence is located on Lot 1; an outbuilding is located on Lot 2. A special use for a single family residence on Lot 2 was approved in case 02-53-S contingent on approval of this subdivision plat.

3. DIMENSIONS & REVIEW:

- a. Size of Parcels: Lots 1 is 18.7 acres in area and Lot 2 is 9.85 acres in area.
- b. County Health Department: Has approved a septic system permit for the dwelling on Lot 1 and will need to approve a permit for a septic system on Lot 2 before a building permit will be issued by the Department of Building and Zoning and recommends approval of the proposed subdivision plat.
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat.

Since an easement of access is provided across Lot 1 to get to Lot 2, it is necessary for the County to approve this subdivision. Although Lot 2 has frontage on a township road, an expensive bridge would need to be built to access Lot 2 from the public road. Staff recommends that the waiver of preliminary plan requirements and Flanscha Subdivision should be approved.

Respectfully submitted, .



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL EASEMENT VACATION

Lots 9 and 10, Don Owen Commercial Subdivision, File S-03-04

WHEREAS, Todd Reinhardt has made application to vacate a utility easement on the southwesterly 5 feet of Lot 9 and the northeasterly 5 feet of Lot 10 in Don Owen Commercial Subdivision and has executed all agreements and documents required by the Land Subdivision Ordinance of McLean County; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat, has conducted a public hearing for this application and finds that it meets the said subdivision regulations; and

WHEREAS, said amended final plat vacates a utility easement on the southwesterly 5 feet of Lot 9 and the northeasterly 5 feet of Lot 10 in Don Owen Commercial Subdivision, in the southeast ¼ of Section 34 and the southwest ¼ of Section 35, Township 24 N., Range 1E. of the Third Principal Meridian, McLean County, IL; and

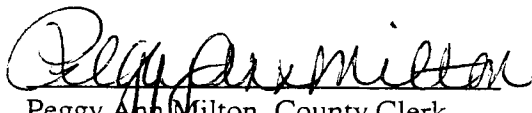
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation; now, therefore,

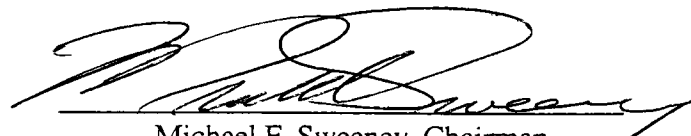
BE IT ORDAINED that the said amended final plat for vacation of the southwesterly 5 feet of Lot 9 and the northeasterly 5 feet of Lot 10 in Don Owen Commercial Subdivision, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois this 17th day of June, 2003

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-04

1. REFERENCE

- a. Meeting date: June 5, 2003
- b. Subdivider's name: Todd Reinhardt
- c. Subdivision name: Lots 9 and 10 in Down Owen Commercial Subdivision
- d. Notice: Notice of this public hearing was published in the Pantagraph on May 17, 2003 as required by law

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately northwest of McCue Drive approximately 550 feet west of Carole Drive
- b. Township: Dry Grove Township
- c. Parcel Number: 13-35-300-005 & 006
- d. Zoning: C-Commercial District
- e. Applicant request: To vacate a utility easement on the southwesterly 5 feet of Lot 9 and the northeasterly 5 feet of Lot 10
- f. Existing land use: Vacant

3. DIMENSIONS & REVIEW:

- a. Each lot is approximately ½ acre in area and each is triangular in shape and located at the end of a cul-de-sac.
- b. Background: A utility easement 10 feet in width is located on the shared lot lines of Lot 9 and Lot 10 in the Don Owen Commercial Subdivision. The applicant wants to establish one use on the property that will allow construction across this easement. The utility companies operating in the area have signed off on the proposed easement vacation.
- c. County Health Department: Has no problems with the application.
- d. County Highway Department: Has no problems with the application.

Staff recommends that this application meets the requirements of the Subdivision Ordinance.

Respectfully submitted,



Philip Dick, AICP, Director

Attachment: Sketch Plan of Lot 9 and Lot 10 in the Don Owen Commercial Subdivision

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2003
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED
IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

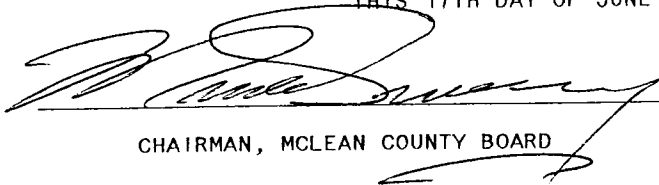
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT

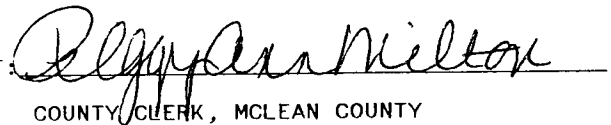
Executive Committee					
FUND 0001 DEPARTMENT 0001 COUNTY BOARD					
PGM 0001 LEGISLATION & POLICY					
0706 0001 CONTRACT SERVICES		250.00		0790 0004 EQUIPMENT RENTAL	250.00-

		250.00			250.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 17TH DAY OF JUNE , 2003


CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 
COUNTY CLERK, MCLEAN COUNTY

PREVAILING RATE OF PUBLIC WORKS WAGES FOR McLEAN COUNTY
ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 130/0.01 through 130/12, Chapter 820, Illinois Compiled Statutes, 1992; and

WHEREAS, the aforesaid Act requires that the County of McLean investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said McLean County employed in performing construction of public works for said McLean County; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

16.01 To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of June 1, 2003, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

16.02 Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

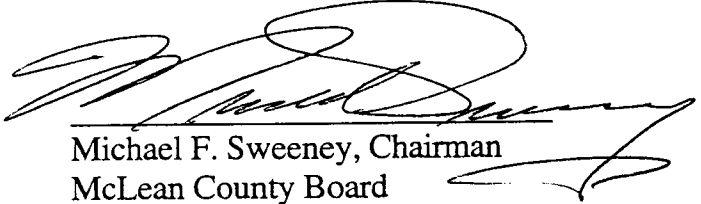
16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 704, Law and Justice Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

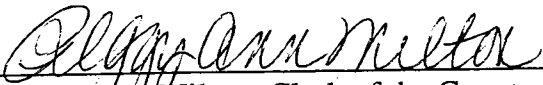
The County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois. The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of June, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

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McLean County Prevailing Wage for June 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		22.730	23.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
ASBESTOS ABT-GEN		HWY		22.750	23.200	1.5	1.5	2.0	3.150	5.070	0.000	0.300
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		27.730	30.730	2.0	2.0	2.0	4.050	6.600	0.000	0.150
BRICK MASON		BLD		23.930	25.430	1.5	1.5	2.0	3.750	5.100	0.000	0.260
CARPENTER		BLD		23.700	25.450	1.5	1.5	2.0	5.000	4.650	0.000	0.250
CARPENTER		HWY		24.680	26.430	1.5	1.5	2.0	5.000	4.600	0.000	0.250
CEMENT MASON		ALL		22.060	22.810	1.5	1.5	2.0	3.150	7.350	0.000	0.000
CERAMIC TILE FNSHER		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
ELECTRIC PWR EQMT OP		ALL		26.910	30.750	1.5	1.5	2.0	2.750	6.730	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		18.470	30.750	1.5	1.5	2.0	2.750	4.610	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		28.890	30.750	1.5	1.5	2.0	2.750	7.220	0.000	0.000
-ELECTRIC PWR TRK DRV		ALL		19.380	30.750	1.5	1.5	2.0	2.750	4.850	0.000	0.000
-ELECTRICIAN		BLD		28.000	30.800	1.5	1.5	2.0	4.150	5.090	0.000	0.420
ELECTRONIC SYS TECH		BLD		18.150	18.650	1.5	1.5	2.0	6.040	0.550	0.000	0.000
ELEVATOR CONSTRUCTOR		BLD		27.795	31.270	2.0	2.0	2.0	5.775	2.880	1.670	0.000
FENCE ERECTOR	E	ALL		22.370	23.870	1.5	1.5	2.0	3.990	5.650	0.000	0.500
GLAZIER		BLD		22.670	23.420	1.5	1.5	2.0	4.150	5.550	0.000	0.300
HT/FROST INSULATOR		BLD		29.800	31.550	1.5	1.5	2.0	5.910	7.560	0.000	0.230
IRON WORKER	E	ALL		23.670	25.170	1.5	1.5	2.0	5.090	5.900	0.000	0.500
IRON WORKER	W	BLD		22.200	23.450	1.5	1.5	2.0	4.740	7.160	0.000	0.320
IRON WORKER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
LABORER		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER		HWY		21.750	22.200	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LABORER, SKILLED		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER, SKILLED		HWY		22.050	22.500	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LATHER		BLD		23.700	25.450	1.5	1.5	2.0	5.000	4.650	0.000	0.250
MACHINERY MOVER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
MACHINIST		BLD		31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
MARBLE MASON		BLD		23.410	24.410	1.5	1.5	2.0	3.400	5.600	0.000	0.260
MILLWRIGHT		BLD		25.080	26.830	1.5	1.5	2.0	5.000	3.720	0.000	0.250
MILLWRIGHT		HWY		26.060	27.810	1.5	1.5	2.0	5.000	3.720	0.000	0.250
OPERATING ENGINEER		BLD 1		24.260	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		BLD 2		22.190	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		BLD 3		20.870	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		HWY 1		25.740	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
OPERATING ENGINEER		HWY 2		23.750	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
OPERATING ENGINEER		HWY 3		20.490	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
PAINTER		ALL		24.500	25.500	1.5	1.5	2.0	4.400	3.600	0.000	0.300
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		BLD		24.200	25.950	1.5	1.5	2.0	5.000	4.650	0.000	0.250
PILEDRIIVER		HWY		25.180	26.930	1.5	1.5	2.0	5.000	4.600	0.000	0.250
PIPEFITTER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
PLASTERER		BLD		24.800	26.540	2.0	2.0	2.0	0.000	8.200	0.000	0.200
PLUMBER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
ROOFER		BLD		22.250	23.250	1.5	1.5	2.0	3.900	5.900	0.000	0.150
SHEETMETAL WORKER		BLD		24.670	25.900	1.5	1.5	2.0	3.540	6.630	0.000	0.290
SIGN HANGER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	3.900	4.600	0.000	0.200
STEEL ERECTOR	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
TELECOM WORKER		ALL		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO FINISHER		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
TILE MASON		BLD		23.410	24.410	1.5	1.5	2.0	3.400	5.600	0.000	0.260
TRUCK DRIVER		O&C 1		19.132	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C 2		19.452	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C 3		19.612	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000

TRUCK DRIVER	O&C 4	19.812	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	O&C 5	20.412	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	N ALL 1	27.550	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 2	27.700	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 3	27.900	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 4	28.100	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	S ALL 1	23.915	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 2	24.315	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 3	24.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 4	24.765	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 5	25.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems

are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
 ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator

construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders,

cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plac³⁴; Generator; Conveyor (1) or

(2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

June 12, 2003

To The Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Parks and Recreation to authorize and approve a Loader Lease Agreement with Cross Implement, 703 South, Minier, Illinois. Cross Implement submitted the lowest bid for a 1-year lease, minimum of 250 hours, for a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Heselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #6
Geo. Gordon
David F. W. Seizer

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #8
Paul R. Segobiano
Tari Renner

District #9
Adam D. Kinzinger
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls

RENTAL AGREEMENT

655818

LESSEE Name McLEAN COUNTY PARKS+REC		DATE 5-29-03	RENTAL TERM 7-15-03	REGISTRATION 7-15-04	ENDS ON 7-15-04
Street or RFD 13001 REC DR.		BRANCH/REGION	ACCOUNT NO.	Do NOT write in shaded areas. For Office use only.	
City, State ZIP Code HUDSON IL 61744		LESSOR NAME AND ADDRESS CROSS IMP			NUMBER OF MONTHS
Telephone Number 309-726-2022 EXT 222		703 SOUTH			APPLIED DATE
Contact BILL WASSON		MINIER IL 61759			PAYMENTS APPLIED
Rental Rate \$ 3,500	Tax - \$	Service Charge - \$	TOTAL RENTAL RATE = \$		
Minimum RENTAL PERIOD Guaranteed by Lessee		Minimum RENTAL AMOUNT Guaranteed by Lessee		Rentals are payable in advance of use of equipment: Weekly Rental - one week's rent in advance Hourly and Daily Rental-entire amount in advance Monthly Rental- one month's rent in advance	
EQUIPMENT WILL BE USED AT: (County)		(City)	(State)	Lessee will not remove the Equipment from this location without written permission from Lessor.	

Document Reference No.	Qty.	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value	%
	1	5420	LV5420P346464		37000	W
	1	541 SL	LOADER W00541 C017675		6100	W
CUST RESPONSIBLE FOR PHYSICAL DAMAGE + INJ						
					TOTAL VALUE PRESENT	

RENTAL AGREEMENT

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than _____ hours in any one day; _____ hours in any one week; _____ hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. ~~Neither Lessor, its assigns, the wholesaler distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.~~

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price _____ % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

LESSEE (Customer)

LESSOR (Dealer)

CROSS IMP

BY

[Signature]

RENTAL AGREEMENT

1. Addition of Accessories: Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
2. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
3. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.
4. Assignment: Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment. ~~Lessee's obligation to pay rent under this Rental Agreement shall not be in any way diminished by any assignment of the Equipment or by any breach of any obligation hereunder or other liability of Lessor to Lessee.~~ Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by persons not in his employ.
5. Default: If Lessee shall fail to make rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder except as a Lessee.
7. Guaranteed Rental - Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.
8. General: Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ASSIGNMENT

TO: JOHN DEERE*

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assigns, subject to all the terms of the applicable John Deere Rental Sales Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

*John Deere" means the John Deere Company or John Deere Construction Equipment Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE _____

DEALER _____

SIGNED BY  _____



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 05/30/03

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 year lease, minimum 250 hours, for a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader. The following proposals were received.

	Lease Cost
Cross Implement Inc.	\$3500.00
Martin Implement, Inc	\$6950.00
Birkey's Farm Store	\$7750.00
Arends Implement	No Proposal
Central Illinois Agriculture	No Proposal
Kuhns Equipment	No Proposal

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$3,500.00 1 year lease.



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

June 12, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of the Metro McLean County Centralized Communications Center to authorize the County's Facilities Management to build a poured concrete patio with a wooden privacy fence to be used as an outdoor break area for the MetCom employees. Facilities Management estimates the cost of the concrete patio and privacy fence to be \$760.00.

Funding for the concrete patio and wooden privacy fence has been appropriated in the Metro McLean County Centralized Communications Center budget.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Haselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

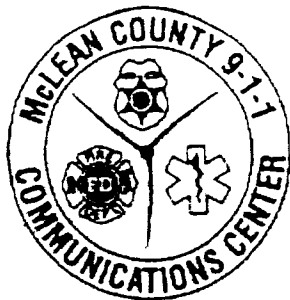
District #6
George J. Gordon
David F. W. Setzer

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #8
Paul R. Segobiano
Tari Renner

District #9
Adam D. Kinzinger
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls



MEMORANDUM

TO: Chairman and Members, Property Committee
FROM: A.W. Cannon, Director, MetCom
RE: Request Approval for Project
DATE: 6/2/03

At the May 11th Metcom Operations Board Meeting I presented a request to have an area of concrete poured and to have a wooden privacy fence erected at the back door of Metcom. This area will be used as an outside break area for the Metcom staff. Facilities Management has provided me with a cost estimate of \$760 for them to do the work. The Metcom Board unanimously approved this action. There are sufficient funds available in my existing budget.

I respectfully request Property Committee approval so we can move forward and complete this project during the summer months.

I plan to attend your meeting to answer any questions or provide any information you wish. Please contact me at 663-9911 if I can provide additional information.

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF RICHARD J. HON, JR, M.D., FACOEM
AS A MEMBER OF THE
MCLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2003 of Paul Pedersen, M.D., as a member of the McLean County Board of Health, it is advisable to consider a appointment to this position; and,

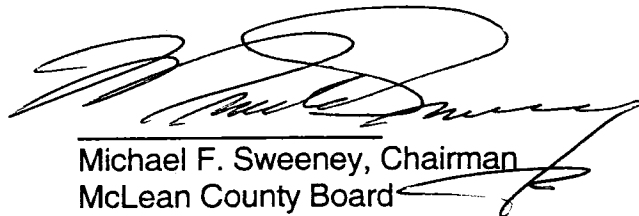
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Richard J. Hon Jr., MD, FACOEM, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Richard J. Hon Jr., MD, FACOEM and the McLean County Health Department.

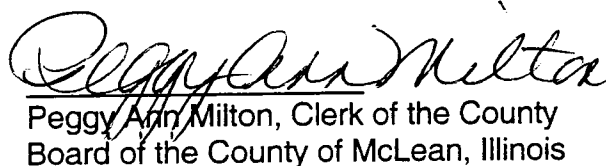
Adopted by the County Board of McLean County, Illinois, this 17th day of June, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF JOHN HANSON
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

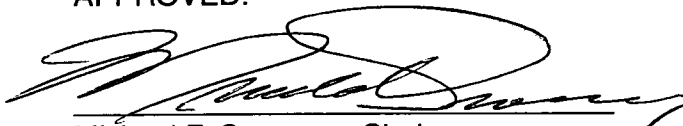
WHEREAS, due to the resignation of Janet Smith, of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of John Hanson for the remainder of a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2003 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Janet Smith and the Director of the McLean County Regional Planning Commission.

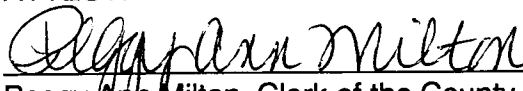
Adopted by the County Board of McLean County, Illinois, this 17th day of June, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF EUGENE R. SALCH
A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION

WHEREAS, due to the resignation of John Winterroth as a Commissioner of the Public Building Commission, it is advisable to consider appointment of Eugene R. Salch; and,

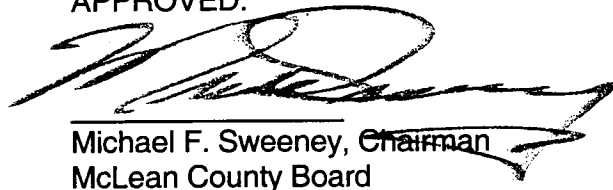
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes, 20/5, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Eugene R. Salch for the remainder of a five-year term of office to expire on October 1, 2003, as a Commissioner of the Public Building Commission or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Eugene R. Salch, and D. C. Wochner, Attorney for the Public Building Commission.


ADOPTED by the County Board of McLean County, Illinois, this 17th day of June, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR APPOINTMENT OF GERALD L. BEDELL
AS A TRUSTEE OF THE
ELLSWORTH FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Gerry Weinheimir as a Trustee of the Ellsworth Fire Protection District, it is advisable to consider an appointment to this position; and,

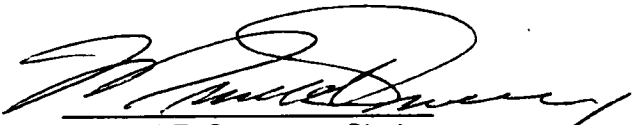
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Gerald L. Bedell as a Trustee of the Ellsworth Fire Protection District for the remainder of a three year term to expire on April 30, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Gerald L. Bedell and Darrell Hartweg, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of June, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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Members Kinzinger/Berglund moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, presented the following:



McLean County Government enters into an agreement with Sprint Corporation for the following promotion(s):
 Interstate-60 (with Toll-Free Waiver)

Dedicated Voice	\$0.0401
Dedicated SDS	\$0.0791
FONCard	\$0.1339

Switched Voice	\$0.0625
Switched SDS	\$0.1162

Intrastate 20 Discount

In addition to the terms and conditions in the attached product specific enrollment forms attached hereto, terms and conditions in the applicable Sprint Schedule, Tariff or Standard Terms and Conditions apply to this Agreement. Capitalized terms not defined in this Agreement are defined the Sprint Schedules. The rates, charges and Discounts specified on the attached enrollment forms supersede any promotions or discounts that are available under Sprint's tariffs or schedules. Rates, charges and Discounts for call types, Service elements, features, and Services not in this Agreement are in the applicable Sprint Base Service Tariff, Sprint schedules, or public price list.


Fixed rates will remain fixed for the Term. Percentage Discounts will remain fixed for the Term, but Sprint may modify the underlying tariff or schedule rate (or list price for non-tariffed Services) against which Sprint applies Discounts.

Sprint may impose additional charges on Customer to recover amounts Sprint is required by regulatory or other governmental authorities to collect on behalf of or pay to others in support of statutory or regulatory programs, plus associated administrative costs. Examples of these programs include, but are not limited to, the Universal Service Fund, the Presubscribed Interexchange Carrier Charge, International Mobile Charges and compensation to payphone service providers for use of their payphones to access Sprint's service.


Certain Service elements may require an Order term of 1, 2, or 3 years. Individual Order terms may extend beyond the Term of this Agreement. For each Service element that requires an Order term and is installed before the end of the Term, Customer will receive the applicable pricing in this Agreement until the end of the individual Order term for that Service element. Failure to maintain the Service for the required Order Term will result in early termination liability.

This offer is coterminous with, and will expire upon the conclusion of, the underlying Sprint Service Agreement. In the event rates change in the Sprint Schedules, additional sites purchased under this agreement will be purchased under the then current Sprint Schedule rates. Even if Customer's Sales Agreement automatically renews, this offer and the rates and charges herein will not renew.

CUSTOMER


 Customer Signature
 McLean County Government
 Name
 104 West Front Street
 Address
 Bloomington, IL 61701
 City, State, Zip Code
 6/17/03
 Date

SPRINT COMMUNICATIONS COMPANY L.P.


 Sprint Sales Representative Signature
 John Serritella
 Name
 5600 N. River Road
 Address
 Rosemont, IL 60018
 City, State, Zip Code
 6.2.2003
 Date

* Additional restrictions apply. All pricing and other terms and conditions are governed by the applicable Sprint tariff, as it may be amended. The promotions are only available at Customer's associated locations. The promotions may be used only by Sprint Business customers for commercial use. Any alteration to this form requires the approval of a Sprint officer.



Interstate 60 Competitive Response Promotion / Toll Free Waiver for Sprint Voice Solutions

Products
Expiration
Activation

Sprint Voice Solutions

June 30, 2003

Customer's initial switched locations must be activated by July 31, 2003.

Customer's initial dedicated locations must be activated by September 30, 2003.

Subject to compliance with the applicable Promotion requirements below,
please "X" the box next to the option(s) desired.

☒ **Option 1**

Duration

Eligibility*

**Promotion
Elements***

Interstate 60 Competitive Response Discount

Customer will receive the benefits of this promotion for the duration of its Sprint Voice Solutions term agreement.

- (a) New Customers must sign a 1-, 2- or 3-year term agreement for Sprint Voice Solutions with a minimum commitment level of at least \$12,000; or
- (b) Existing Customers may enroll if they sign a new Sprint Voice Solutions sales agreement with at least a 1-year term plan.
- (1) Customer will receive the following discounts and rates on its interstate Sprint Voice Solutions switched and dedicated outbound, inbound, FONCARD and SDS service usage charges.

Term Selected
3-Year

Discount Available - Dedicated
41%

MAC Selected
\$12,000

Dedicated Service - Voice
Sprint Voice Solutions 3-Year 41%

Rate
\$0.0401

Discount Available - Switched
41%

Switched Service - Voice
Sprint Voice Solutions 3-Year 41%

Rate
\$0.0625

Discount Available - Dedicated - SDS
41%

Dedicated Service - SDS
Sprint Voice Solutions 3-Year 41%

Rate
\$0.0791

Discount Available - Switched - SDS
41%

Switched Service - SDS
Sprint Voice Solutions 3-Year 41%

Rate
\$0.1162

FONCard Rate
\$0.1339



Interstate 60 Competitive Response for Sprint Voice Solutions

Customer

Customer Signature

Customer Name

104 West Front Street

Address

Bloomington, IL 61701

City, State, Zip Code

Date

Sprint Communications Company L.P.

Sprint Sales Representative Signature

John Serritella

Name

5600 N. River Road

Address

Rosemont, IL 60018

City, State, Zip Code

June 2, 2003

Date

*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint Schedules, available at www.sprint.biz.com/interstate. Services are governed by the applicable state tariff. If Sprint withdraws any applicable tariff, the tariff terms and conditions in effect at the time of withdrawal will continue to apply, but Sprint may modify any tariff or list price that is not fixed by this agreement. As described in the Sprint Schedules, Sprint may adjust its rates and charges or impose additional rates or surcharges on Customer to recover (1) amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf or to pay to others in support of statutory or regulatory programs, (2) amounts Sprint is charged for terminating or originating a call to wireless carriers, (3) amounts Sprint is charged for delivering calls to or accepting calls from carriers that charge access rates higher than the incumbent wireline access carriers, or (4) Sprint is charged for delivering calls to or accepting calls from carriers that impose new or additional charges after execution of this Agreement, plus amounts to recover the administrative costs associated with such charges or programs. This promotion is not combinable with any other credit or discount that may be applied against Sprint Voice Solutions service usage charges, except Affinity discounts, excluding discounts on access, installation or surcharges. Only available at Customer's associated locations. Interstate rates apply to all calls originating in the continental U.S., Hawaii, Puerto Rico, Alaska, Guam, the U.S. Virgin Islands and CNMI. This promotion may be used only by Sprint Business customers for commercial use. This promotion is contemporaneous with, and will expire upon the conclusion of, the initial term of Customer's Sprint Voice Solutions Plan Sales Agreement. Even if Customer's Voice Solutions Plan Sales Agreement automatically renews, this promotion and the rates and charges herein will not renew. Any alteration to this form requires the approval of a Sprint officer.

In compliance with the obligations imposed by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this Agreement will terminate immediately and subject Customer to the liability imposed for termination by Sprint for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

As Sprint provides Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, amount of Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information or CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. In order to serve Customer in the most effective and efficient manner, Customer agrees that Sprint may use or share CPNI with other Sprint Affiliates for purposes of determining and offering other Sprint products and services that may interest Customer. Customer permission to use CPNI for this purpose is valid until revoked. However, if at any time Customer so desires, Sprint will not use CPNI to offer products and services that are unrelated to the Services Customer currently receives from Sprint. If Customer would prefer that Sprint not use CPNI for this purpose, please call 1-888-212-2145 (for TTY users who are deaf or hard of hearing, dial 1-800-877-8973 to contact a TTY operator).



Intrastate 20 Discount

- Promotion Product** Sprint Voice Solutions Intrastate and Sprint Voice VPN Solutions Intrastate
- Promotion Expiration** September 30, 2003
- Promotion Duration** Customer will receive the benefits of this promotion for the initial term of its Sprint Voice Solutions or Sprint Voice VPN Solutions Service term agreement.
- Promotion Activation** Customer's initial switched locations must be activated by October 31, 2003.
Customer's initial dedicated locations must be activated by December 31, 2003.
- Promotion Eligibility** (a) New Customers must sign a 1-, 2- or 3-year term agreement for Sprint Voice Solutions or Sprint Voice VPN Solutions with a minimum annual commitment level of at least \$12,000; or
(b) Existing Customers may enroll if they sign a new Sprint Voice Solutions or Sprint Voice VPN Solutions sales agreement with a term commitment equal to or greater than the previous term plan commitment.
- Promotion Elements*** Customer will receive a 20 percent discount on its Sprint Voice Solutions or Sprint Voice VPN Solutions interLATA and intraLATA service usage.

CUSTOMER

Customer Signature

Name

Address

City, State, Zip Code

Date

SPRINT COMMUNICATIONS COMPANY L.P.

Sprint Sales Representative Signature

Name

Address

City, State, Zip Code

Date

*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint Schedules, available at www.Sprintbiz.com. Intrastate services are governed by the applicable state tariff. If Sprint withdraws any applicable tariff, the tariff terms and conditions in effect at the time of withdrawal will continue to apply, but Sprint may modify any tariff or list price that is not fixed by this agreement. As described in the Sprint Schedules, Sprint may adjust its rates and charges or impose additional rates or surcharges on Customer to recover (1) amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf or to pay to others in support of statutory or regulatory programs, (2) amounts Sprint is charged for terminating or originating a call to wireless carriers, (3) amounts Sprint is charged for delivering calls to or accepting calls from carriers that charge access rates higher than the incumbent wireline access carriers, or (4) Sprint is charged for delivering calls to or accepting calls from carriers that impose new or additional charges after execution of this Agreement, plus amounts to recover the administrative costs associated with such charges or programs. This promotion is not combinable with any other credit or discount that may be applied against Sprint Voice Solutions or Sprint Voice VPN Solutions service usage charges, except Affinity discounts, excluding discounts on access, installation or surcharges. Only available at Customer's associated locations. Interstate rates apply to all calls originating in the continental U.S., Hawaii, Puerto Rico, Alaska, Guam, the U.S. Virgin Islands and CNMI. This promotion may be used only by Sprint Business customers for commercial use. This promotion is coterminous with, and will expire upon the conclusion of, the initial term of Customer's Sprint Voice Solutions or Sprint Voice VPN Solutions Sales Agreement. Even if Customer's Voice Solutions or Sprint Voice VPN Solutions Sales Agreement automatically renews, this promotion and the rates and charges herein will not renew. Any alteration to this form requires the approval of a Sprint officer.

In compliance with the obligations imposed by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this Agreement will terminate immediately and subject Customer to the liability imposed for termination by Sprint for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

As Sprint provides Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, amount of Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information or CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. In order to serve Customer in the most effective and efficient manner, Customer agrees that Sprint may use or share CPNI with other Sprint Affiliates for purposes of determining and offering other Sprint products and services that may interest Customer. Customer permission to use CPNI for this purpose is valid until revoked. However, if at any time Customer so desires, Sprint will not use CPNI to offer products and services that are unrelated to the Services Customer currently receives from Sprint. If Customer would prefer that Sprint not use CPNI for this purpose, please call 1-888-212-2145 (for TTY users who are deaf or hard of hearing, dial 1-800-877-8973 to contact a TTY operator).

Sprint Confidential Information. This document may not be disclosed to any third party.

©2003 Sprint Communications Co. L.P.

2/03



Rate Cap Clause Contract Addendum For Sprint Voice SolutionsSM Customers

1. Term

This contract addendum expires upon the expiration of the initial term of Customer's Sprint Voice Solutions Term Plan.

2. Offer Duration

This contract addendum is available upon commencement of the Term for new Customers or existing Customers executing renewals or extensions of a Sprint Voice Solutions Term Plan. Customer may add any of its associated locations which shall be eligible to receive this offer for a period that is coterminous with the Customer's Sprint Voice Solutions Sales Agreement.

3. Conditions

Sprint will cap the current Sprint Voice Solutions Interstate, switched and dedicated outbound, and inbound service usage base rates for the length of the initial term of Customer's term agreement. These rates will be exempt from any rate increase(s) during the initial term of the agreement. If Sprint Voice Solutions interstate rates decrease, Customer will be eligible to receive the lower rate(s). Any rate decreases will take effect within 15 days of the rate change and will be reflected on the first bill following the effective date.

Customer Signature

Date 4/17/03

Sprint Sales Representative Signature

Date 6-2-2003

*Additional Restrictions Apply. All pricing and other terms and conditions are governed by the applicable Sprint Schedules, available at www.Sprintbiz.com. Intrastate services are governed by the applicable state tariff. If Sprint withdraws any applicable tariff, the tariff terms and conditions in effect at the time of withdrawal will continue to apply, but Sprint may modify any tariff or list price that is not fixed by this agreement. As described in the Sprint Schedules, Sprint may adjust its rates and charges or impose additional rates or surcharges on Customer to recover (1) amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf or to pay to others in support of statutory or regulatory programs, (2) amounts Sprint is charged for terminating or originating a call to wireless carriers, (3) amounts Sprint is charged for delivering calls to or accepting calls from carriers that charge access rates higher than the incumbent wireline access carriers, or (4) Sprint is charged for delivering calls to or accepting calls from carriers that impose new or additional charges after execution of this Agreement, plus amounts to recover the administrative costs associated with such charges or programs. Not available in combination with any custom pricing.

In compliance with the obligations imposed by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this Agreement will terminate immediately and subject Customer to the liability imposed for termination by Sprint for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

As Sprint provides Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, amount of Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information or CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. In order to serve Customer in the most effective and efficient manner, Customer agrees that Sprint may use or share CPNI with other Sprint Affiliates for purposes of determining and offering other Sprint products and services that may interest Customer. Customer permission to use CPNI for this purpose is valid until revoked. However, if at any time Customer so desires, Sprint will not use CPNI to offer products and services that are unrelated to the Services Customer currently receives from Sprint. If Customer would prefer that Sprint not use CPNI for this purpose, please call 1-888-212-2145 (for TTY users who are deaf or hard of hearing, dial 1-800-877-8973 to contact a TTY operator).

**Any required notice must be sent to: (1) 6450 Sprint Parkway, Overland Park, Kansas 66251 (Attn: Law Dept./Marketing and Sales).

Sprint Proprietary Information. This document may not be disclosed to any third parties.

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11323

1/03

Members Sorensen/Moss moved the County Board approve a Request for Approval of Contract Renewal with Sprint for Long Distance and Calling Card Services - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION AMENDING THE TERM AND CONDITIONS
OF THE EMPLOYMENT AGREEMENT WITH THE COUNTY ADMINISTRATOR

WHEREAS, the County of McLean desires to continue its employment relationship with Mr. John M. Zeunik, County Administrator; and,

WHEREAS, the Executive Committee of the County Board has conducted an annual performance review of the County Administrator and has recommended that the term of the Employment Agreement between McLean County and Mr. John M. Zeunik be extended for a period of five years; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a performance bonus payment of \$1,500.00 to Mr. John M. Zeunik; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve a five-step merit increase in the County Administrator's salary; and,

WHEREAS, the Executive Committee of the County Board has further recommended that the County Board authorize and approve an increase in the County Administrator's deferred compensation retirement payment from \$8,500.00 to \$11,000.00; now, therefore,

BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

(1) That the term of the Employment Agreement between McLean County and Mr. John M. Zeunik shall be extended until June 17, 2008.

(2) That the County Board authorizes and approves a performance bonus payment of \$1,500.00 to Mr. John M. Zeunik.

(3) That the County Board authorizes and approves a five-step merit increase in the County Administrator's salary.

(4) That the County Board authorizes and approves an increase in the County Administrator's deferred compensation retirement payment from \$8,500.00 to \$11,000.00.

(5) That the Employment Agreement between McLean County and Mr. John M. Zeunik be amended in accordance with the provisions of this Resolution.

(6) That the Chairman of the McLean County Board is hereby authorized to sign and execute the Employment Agreement, as amended, between McLean County and Mr. John M. Zeunik.

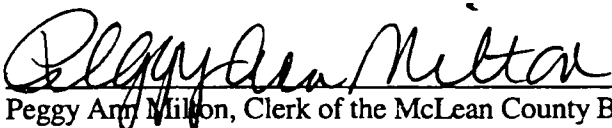
(2)

(7) That the County Clerk shall provide a certified copy of this Resolution to Mr. John M. Zeunik, County Administrator, and to the McLean County Board Chairman.

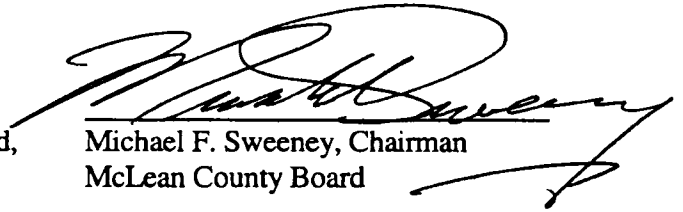
ADOPTED by the McLean County Board this 17th day of June, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the McLean County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of a Resolution Amending the Term and Conditions of the Employment Agreement with the County Administrator. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

RESOLUTION

WHEREAS, Peggy and Dallas Kaufman applied for a residential special use in case 01-43-S that was approved by the County Board on February 19, 2002; and

WHEREAS, the special use approved in case 01-43-S expired before construction of the dwelling was begun due to circumstances beyond their control and due to not knowing the special use would expire in one year from the approval date; and

WHEREAS, Peggy and Dallas Kaufman subsequently applied for another residential special use in case 03-27-S that was approved by the County Board on May 27, 2003 and have made a request to waive the \$550 fee for the special use in case 03-27-S; and

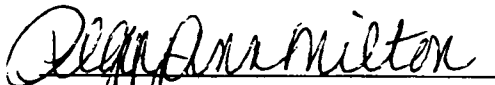
WHEREAS, the Land Use and Development Committee of the McLean County Board discussed at their meeting on June 5, 2003 the fee waiver and determined that ½ of such fee shall be waived; now, therefore,


BE IT RESOLVED that ½ or \$275 of the \$550 fee for case 03-27-S is hereby waived.

Adopted by the County Board of McLean County, Illinois this 17th day of June, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

Member Gordon stated the following: the Land Use and Development Committee held a special meeting this morning and as a result of that meeting, Item B1a was held over to the July 10th meeting. Members Gordon/Cavallini moved the County Board approve a Request for Approval To Recommend a Refund Equal to One-Half of the Special Use Permit Fee to Mr. Dallas and Mrs. Peggy Kaufman, File 03-27-S. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Gordon stated the General Report can be found on pages 70-80.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

STATE OF ILLINOIS

County Nursing Facility Alternate Reimbursement
Intergovernmental Agreement
between the
Illinois Department of Public Aid
and
McLean County

The State of Illinois, acting by and through the Illinois Department of Public Aid, (hereinafter referred to as "Department"), 201 South Grand Avenue East, Springfield, Illinois 62763-0001, and McLean County Nursing, McLean County, located at 901 N. Main, Normal, IL 61761, (hereinafter referred to as "County"), hereby enter into the following Agreement ("Agreement"), effective October 1, 2002.

Whereas, the Department is authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/3 and 220/5, to enter into agreements with other public agencies to perform any governmental service, activity, or undertaking; and

Whereas, Section 12-4.7 of Article XII of the Public Aid Code authorizes the Department to make use of, aid, and cooperate with local government entities which includes entering into agreements to make intergovernmental transfer payments to the Department; and

Whereas, the Department requires an intergovernmental agreement with the County in order for the county owned or operated nursing facilities to be eligible for the alternate reimbursement methodology as set forth in the Department administrative rules;

Now Therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

Article I. Alternate Reimbursement Methodology

- 1.1 Effective for services provided on or after October 1, 2002, nursing facilities owned or operated by the County shall be reimbursed under the alternate reimbursement methodology for certain nursing facilities as specified in the Department administrative rules 140.530(e) and 140.860 (89 Il. Adm. Code 140.530(e), and 140.860), the provider agreement with the facility, and this Agreement.

Article 2. Department Responsibilities.

- 2.1. The Department shall reimburse the nursing facility owned or operated by the County in accordance with the provisions of the applicable Department rules in the Illinois Administrative Code, the provider agreement with the facility, and this Agreement.
- 2.2. In conjunction with each payment to which this Agreement applies, the Department shall provide to the County a notification specifying the amount of the financial transfer that must be made to the Department in order to be in compliance with this Agreement. The amount of the financial transfer from the County to the Department is 90 percent of the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and the amount that would have been paid to the nursing facility by the Department absent this Agreement.

Article 3. County Responsibilities.

- 3.1. The County shall insure that the nursing facility maintains certification in the Illinois Medicaid program and is in compliance with all applicable State and federal requirements.
- 3.2. Effective with payments from the Department for services provided on or after October 1, 2002, the County shall make a financial transfer to the Department, in the amount specified by the Department in its notification to the County. The financial transfer, via electronic funds transfer, shall be made within three (3) business days, as defined herein, after receipt of the notification and shall be deposited into the Long-Term Care Provider Fund.
- 3.3. The County warrants that the person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the County to all terms and conditions hereunder.

Article 4. Term and Scope of Agreement.

- 4.1. Term of Agreement. The effective date of this Agreement shall be October 1, 2002, and shall continue in full force and effect for a period of time that equals the term of office of the administering County official that first executes the agreement. Thereafter, this Agreement shall automatically renew for an additional period of time that equals the term of office of each successor administering County official, unless the Agreement is terminated in accordance with one of the terms of article VI.
- 4.2. Entirety of Agreement. The terms and conditions of this Agreement along with the applicable Department administrative rules and any other documents expressly incorporated herein shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the

parties, and there exist no other Agreements or understandings, oral or otherwise between the parties, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

Article 5. Rules of Construction.

5.1. Applicable Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- H. Words in the plural which should be singular by context shall be so read, and vice versa.

Article 6. Termination.

6.1. Availability of Funds. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the County notice of such termination for

funding as soon as practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.

- 6.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of either party upon thirty (30) days' written notice to the other party.
- 6.3. Termination For Cause. In the event of a party's failure to comply with a term of this Agreement, the other party will notify the non-complying party of the breach. If such breach is not cured to the notifying party's satisfaction within thirty (30) days after such notice, the notifying party may proceed to termination by serving a notice of termination upon the non-complying party, which shall immediately terminate this Agreement.
- 6.4. Notice of Change in Circumstances. In the event either party becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on its ability to perform under this Agreement, it will notify the other party in writing as soon as practicable.
- 6.5. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 6.6. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation; provided, that either party, at its own option, may terminate the Agreement as provided herein.
- 6.7. Other Termination Rights. This Agreement may be terminated immediately by either party in the event of the following:
 - A. Material misrepresentation or falsification of any information provided in the course of dealings between the parties.
 - B. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

Article 7. Agreement Management and Notices.

- 7.1. Agreement Management. The Department shall designate an Agreement Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to

this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting the County's counsel.

- 7.2. Notices. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below.

All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To County: _____
_____, County Manager

Telephone _____

Telefacsimile _____

To Department: Illinois Department of Public Aid, BLTC
201 South Grand Ave.E. Spfld. IL 62763

Mr. Bill Dart _____, Agreement Manager

Telephone 217-782-0545 _____

Telefacsimile 217-524-7114 _____

Article 8. General Terms.

- 8.1. Agreement to Obey All Laws. The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of federal, state, county and local governmental agencies which in any manner affect the terms of this Agreement.

- 8.2. Amendments and Change Orders. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the other party unless approved in writing by an authorized representative of that party.
- 8.3. Amendments Necessary for Statutory or Regulatory Compliance. The County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, either party may terminate this Agreement.
- 8.4. Assignment and Subcontracting. Assignment, subcontracting, sale, or transfer of all or part of the interests of the County in fulfilling the obligations created by this Agreement is prohibited without prior written consent of the Department.
- A. In the event the Department gives consent to the County to assign, subcontract or transfer all or part of the interests of the County in fulfilling the obligations created by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the County is hereby bound and obligated.
 - B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to the County, including, but not limited to, certifications and disclosures contained in this Agreement.
 - C. After notice to the County, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.
- 8.5. Audits and Records.
- A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the Medicaid Fraud Control Unit of the Illinois State Police, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business

hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the overpayment(s) exceed the amount otherwise due to the County, the County shall immediately refund all amounts which may be due to the Department.

- B. **Retention of Records.** The County shall maintain all business, professional, and other records in accordance with applicable State law, 45 CFR Part 74, 45 CFR Part 160, and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

- 8.6. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

- 8.7. **Confidentiality.**

- A. **Proprietary Information.** Performance of the Agreement may require the County to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State vendor or provider, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by the County from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of

information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such confidential information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

- B. Confidentiality of Program Recipient Identification. The County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the County and the County's employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26) and 42 CFR Part 431, Subpart F.

- 8.8. Dispute Resolution. In the event that the Department and the County have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies and that interpretation, if received, will be adopted by the Department and the County.
- 8.9. Disputes Between the County and Other Parties. Any dispute between the County and any subcontractor, shall be solely between such subcontractor and the County, and the Department shall be held harmless by the County.
- 8.10. Disputes Over Reimbursement. The Department and the County may meet or confer informally regarding any dispute over reimbursement calculations or amounts. However, no formal arbitration or formal appeal procedure is available to resolve any such dispute.
- 8.11. Fraud and Abuse. The County shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Medical Assistance Program, or suspected misconduct of Department employees, as soon as the County learns of the suspected fraud and abuse or misconduct. The County shall not conduct any investigation of the suspected fraud and abuse or misconduct without first contacting the OIG. The County shall cooperate with the OIG in all investigations of suspected fraud and abuse or Department employee misconduct, and the OIG shall be the lead agency in any such investigation.

- 8.12. Gifts. For purposes of this Agreement, both parties agree to comply with the requirements of the State Gift Ban Act (5 ILCS 425/1 et seq.).
- 8.13. Media Relations and Public Information. Subject to any disclosure obligations of the County under applicable law, rule or regulation, news releases pertaining to the Medical Programs administered by the Department as they relate to this Agreement shall only be made with prior approval by, and in coordination with, the Department. The County shall not disseminate any publication, presentation, technical paper, or other information related to the policies and procedures of the Department in its administration of the Medical Programs unless the Department has previously approved such dissemination in writing.
- 8.14. Nondiscrimination. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. The County and the County's principals, employees and subcontractors shall abide by all applicable Federal and State laws, regulations and orders which prohibit unlawful discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The County further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 8.15. Non-solicitation of Employees. The County shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the County solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The County shall not knowingly employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.
- 8.16. Severability In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 8.17. Sexual Harassment. The County shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

8.18. Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.19 Offset and Stop Pay The County shall not stop pay on any transfer to the State and the County shall not offset from the transfer any amounts owed by the Department.

Article 9. County Certifications.

By signing this Agreement, the County makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon the County's failure to maintain these certifications and warranties.

9.1. Bid Rigging, Bid Rotating and Inducement. The County is not barred from being awarded an Agreement or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. The County has not paid any money or other valuable thing to any person or entity to induce that person or entity not to bid on a State Agreement or to recompense that person or entity for not having bid on a State Agreement. The County will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, grantees or employees of the State.

9.2. Bribery. The County is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.

9.3. Business Enterprise for Minorities, Females and Persons with Disabilities. The County is familiar with the provisions of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq., and has completed Attachment A.

9.4. Clean Air Act and Clean Water Act. The County is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.

9.5. Conflict of Interest. The County is not prohibited from Contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County and the County's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and the County shall not knowingly employ any person having such an interest in connection with the County's performance under the Agreement. The County shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

- 9.6. Development Work. Neither the County, nor the County's principals, employees and subcontractors, nor any person with whom the County has, or is negotiating, an agreement for such person's future employment, has performed any work for which there was payment by the Department that directly relates to the development of this Agreement.
- 9.7. Drug Free Workplace. The County is in compliance with the requirements of 30 ILCS 580, and has completed Attachment B.
- 9.8. Federal Taxpayer Identification Number and Legal Status Disclosure. The County has completed Attachment C and certifies, under penalties of perjury, that the information contained thereon is correct.
- 9.9. Licenses and Certificates. The County, and the County's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing.
- 9.10. Lobbying.
- A. The County certifies to the best of the County's knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal loan or grant, or the entering into of any cooperative Agreement, or the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative Agreement.
 - B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative Agreement, the County shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the County's request from the Department's Bureau of Fiscal Operations.
 - C. The County shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

- D. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9.11. New Hire Reporting and Electronic Funds Transfer of Child Support Payments. The County shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28/35.

9.12. Nonparticipation in International Boycott. Neither the County nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

9.13. Nonpayment of Dues or Fees. The County neither pays dues or fees on behalf of the County's employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates and, therefore, the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 et seq.

9.14. Nonsolicitation of Agreement. The County has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the County such commission, percentage, brokerage fee, gift or contingent fee.

9.15. Prevailing Wages. The County shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.

9.16. Revolving Door. The County is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

9.17. Year 2000 Compliance. The County warrants that services shall be conducted to ensure Year 2000 compliance. Any equipment, hardware, software, or firmware and any system of same provided, used, delivered or developed under this Agreement, including any modifications, enhancements, updates and fixes provided or recommended by the

County, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the documentation provided to the County.

In Witness Whereof, the Department and the County have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

County

Illinois Department of Public Aid

By: _____

By: _____

Title: _____

Title: Director

Date: _____

Date: _____

ATTEST:

Peggy Ann Milton, Clerk of the
McLean County Board, County of
McLean

Attachment A
BEP CONTRACTING GOAL

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575/1) establishes a goal that not less than 12% of the total dollar amount of State Agreements be awarded to businesses owned and controlled by persons who are minority, female or who have disabilities (the percentages are 5%/5%/2% respectively) and have been certified as such ("BEPs"). This goal can be met by Agreements let directly to such businesses by the State, or indirectly by the State's Contractor ordering goods or services from BEPs when suppliers or subcontractors are needed to fulfill the Agreement. Call the Business Enterprise Program at 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired) for a list of certified businesses appropriate for the particular Agreement.

1. If you are a BEP, please identify which agency certified the business and in what capacity by checking the applicable blanks:

Certifying Agency:

☐ Department of Central Management Services
☐ Women's Business Development Center
☐ Chicago Minority Business Development Council
☐ Illinois Department of Transportation
☐ Other (identify) _____

Capacity:

☐ Minority
☐ Female
☐ Disadvantaged
☐ Person with Disability

2. If the "Capacity" blank is not checked, do you have a written policy or goal regarding Contracting with BEPs? Yes _____ No _____

a. If "yes", please attach a copy.

b. If "no", will you make a commitment to contact BEPs and consider their proposals? Yes _____ No _____

3. Do you plan on ordering supplies or services in furtherance of this project from BEPs? Yes _____ No _____

a. If "yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEPs you plan to use.

This information is submitted on behalf of [County].

By: _____
Name/Title: _____
Date: _____

Attachment B
STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- ☐ This business or corporation does not have twenty-five (25) or more employees.
- ☐ This business or corporation has twenty-five (25) or more employees, and the County certifies and agrees that it will provide a drug free workplace by:
 - A) Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the County's or County's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - B) Establishing a drug free awareness program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the County's policy of maintaining a drug free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) the penalties that may be imposed upon an employee for drug violations.
 - C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Agreement or grant and to post the statement in a prominent place in the workplace.
 - D) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.

- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS
AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF [County]

Signature of Authorized Representative _____

Requisition/Agreement/GrantID Number _____

Printed Name and Title _____

Date: _____

Attachment B
STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- ☐ This business or corporation does not have twenty-five (25) or more employees.
- ☐ This business or corporation has twenty-five (25) or more employees, and the County certifies and agrees that it will provide a drug free workplace by:
 - A) Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the County's or County's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - B) Establishing a drug free awareness program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the County's policy of maintaining a drug free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) the penalties that may be imposed upon an employee for drug violations.
 - C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Agreement or grant and to post the statement in a prominent place in the workplace.
 - D) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.

- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS
AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF [County]

Signature of Authorized Representative _____ Requisition/Agreement/GrantID Number _____

Printed Name and Title _____ Date: _____

Attachment C

TAXPAYER IDENTIFICATION CERTIFICATION

- A. County certifies that:
1. The number shown on this form is County's correct taxpayer identification number (or County is waiting for a number to be issued to County); and
 2. County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding, or
 - (b) County has not been notified by the Internal Revenue Service (IRS) that County is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified County that County is no longer subject to backup withholding, and
 3. County is a U.S. person (including a U.S. resident alien).

B. County's Name: _____

C. County's Taxpayer Identification Number: _____

Social Security Number (SSN): _____

or

Employer Identification Number (EIN): _____

(If County is an individual, enter County's name and SSN as it appears on County's Social Security Card. If County is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

D. County's Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or billing medical or health care services | <input type="checkbox"/> Other: |

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS
AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF[County]

Signature of Authorized Representative_____

Printed Name and Title_____ Date _____

Members Sorensen/Kinzinger moved the County Board Request for Approval of an Intergovernmental Agreement between Illinois Department of Public Aid and McLean County Nursing Home to Authorize the Alternate Reimbursement Methodology - Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION OF THE MCLEAN COUNTY BOARD APPROVING THE NORMAL
TOWNSHIP PRECINCTS**

WHEREAS, the Election Code, 10 ILCS 5/11-2 (1996), Authorizes the County Board to divide, change, readjust and create election precincts in as compact form as can be made for the convenience of the electors voting therein; and

WHEREAS, the Election Code, 10 ILCS 5/11-2 (1996), authorizes the County Board to fix and establish places for holding elections in the county and may also elects polling places at the most conveniently located suitable places outside the precincts; and

WHEREAS, the County Board may divide, change, readjust and crate said election precincts and fix and establish said polling places at its regular June meeting; and

WHEREAS, after being duly advised that Normal Township supports and the State Board of Elections and McLean County Clerk have no objection, the County Board deems it necessary and appropriate to divide, change, readjust and create certain election precincts and fix and establish certain polling places in Normal Township, McLean County, Illinois, now therefore

BE IT RESOLVED by the County Board of McLean County, Illinois, in regular session that the Normal precincts be divided, readjusted and redescribed in order to comply with the requirements of the Election Code.

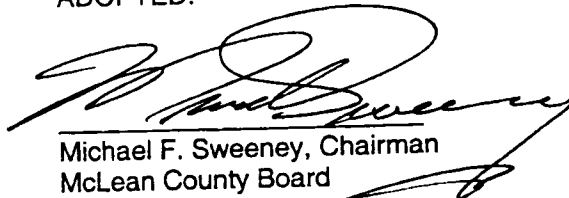
BE IT FURTHER RESOLVED that the legal descriptions of the divided, readjusted and redescribed Normal precincts are attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that the polling places for Normal precincts shall be the polling places listed and attached hereto and incorporated by reference for Normal Township, McLean County, Illinois.


BET IT FURTHER RESOLVED that upon the enactment of this Resolution, the McLean County Clerk shall immediately notify the State Board of Elections of these divided, readjusted and redescribed Normal precincts.

ADOPTED and effective this 17th day of June, 2003.

ADOPTED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the
McLean County Board

PRECINCT 1: PT SECS 31 THRU 33-24-2E - BEG SW COR NW SEC 31-24-1E, N TO HOVEY RD, E TO MAIN ST, S TO DIVISION ST, W TO C.M. & W. RR, NE TO INT C.M. & W. RR & N LN ADELAIDE STREET SUB EXT'D E, W TO NE COR ADELAIDE STREET SUB, SW TO E LN ADELAIDE ST, S TO DIVISION ST, W TO W LN LT 3 WARRINER'S SUB, S TO S LN WARRINGER'S SUB, W TO COTTAGE AVE, N TO NE COR COTTAGE AVE SUB, W TO NW COR PARK PLACE ON THE CREEK 2, S TO S LN NORMAL INDUSTRIAL PARK SUB, W TO NW LN PARK PLACE ON THE CREEK, SE ALG NE LN M.K. LAND TRUST SUB, SW ALG NW LN MATHIS-KELLEY SUB TO W LN NW SEC 32-24-2E, S TO SE COR NE SEC 31, W TO A PT 114.74'W SE COR W1/2 NE, NW291.96', SE TO E LN HWY, W TO W LN MAPLE HILL RD, N TO N LN W1/2 SE SEC 31, W TO E LN BLOOMINGTON HEIGHTS RD EXT'D N, S TO ENTERPRISE DR, W TO VAC BLOOMINGTON HEIGHTS RD, S TO MAPLE HILL RD, SW TO N LN SOHN'S MAPLE HILL SUB, W TO W LN LT 8 SUB OF W1/2 SEC 31, N TO S LN ENTERPRISE DR, W TO SE COR LT 4 SUB OF W1/2 SEC 31-24-2E, N TO N LN W1/2 SW SD SEC 31, W TO POB

PRECINCT 2: PT SECS 28 & 33-24-2E - BEG INT DIVISION AVE & MAIN ST, N TO C.M. & W. RR, NE ALG SD RR TO BROADWAY AVE, E ALG PHOENIX AVE TO N/S FORM RR ROW, S TO S LN KNECHTS ADD EXT'N W, W TO POB

PRECINCT 3: PT SECS 33 & 34-24-2E - BEG INT S LN KNECHTS ADD EXT'D W & N/S FORM RR, E TO SE COR MAPLE WOOD HEIGHTS ADD, N TO JERSEY ST, W TO GRANDVIEW DR, N TO N LN SEC 34, W TO N/S FORM RR ROW, S TO POB

PRECINCT 4: PT SECS 34 & 35-24-2E - BEG NE COR TUTTLE & WATSON SUB, E TO TOWANDA RD, NE TO VERNON AVE, W TO INT VERNON AVE & E/W FORM RR ROW, W ALG E/W FORM RR ROW TO GRANDVIEW DR, S TO JERSEY ST, E TO POB

PRECINCT 5: PT SECS 27 & 28-24-2E - BEG INT COLLEGE AV & VETERAN'S PKWY, W TO ORR DR, S ALG ORR DR TO BAUGH DR, SW TO VERNON AVE, SE TO E/W FORM RR ROW, E ALG VERNON AVE TO VETERAN'S PKWY, N TO POB

PRECINCT 6: PT SEC 27-24-2E - BEG INT COLLEGE AVE & GRANDVIEW DR, E TO ORR DR, S ALG ORR DR TO BAUGH DR, SW TO VERNON AVE, SE TO E/W FORM RR ROW, W TO GRANDVIEW DR, N ALG GRANDVIEW DR TO POB

PRECINCT 7: PT SECS 27 & 28-24-2E - BEG INT COLLEGE AVE & GRANDVIEW DR, E TO BLAIR DR, NW ALG BLAIR DR TO FORT JESSE RD, SW TO C.M. & W. RR, SW TO N/S FORM RR ROW, S TO VERNON AV, E TO GRANDVIEW DR, N ALG GRANDVIEW DR TO POB

PRECINCT 8: PT SEC 28-24-2E - BEG INT ADELAIDE ST & GREGORY ST, S TO COLLEGE AVE, E ALG COLLEGE AVE TO MAIN ST, S TO DALE ST., E TO UNIVERSITY ST, S TO C.M. & W. RR, NE TO FELL AVE, N TO MULBERRY ST, W TO SCHOOL ST, N TO LOCUST ST, W TO MAIN ST (A.K.A. U.S. 51), N TO GREGORY ST, W ALG GREGORY ST TO POB

PRECINCT 9: PT SECS 28 & 29-24-2E - BEG INT ADELAIDE ST & COLLEGE ST, E ALG COLLEGE ST TO MAIN ST, S TO DALE ST, E TO UNIVERSITY ST, S TO C.M. & W. RR, SW TO MAIN ST, N TO HOVEY ST, W TO GROVE ST, N TO NW COR STRATFORD EST SUB, E ALG N LN STRATFORD EST SUB EXTD TO ADELAIDE ST, N TO POB

PRECINCT 10: PT E1/2 SEC 29-24-2E - BEG INT GREGORY ST & GROVE ST, S TO NW CNR STRATFORD EST SUB, E ALG N LN STRATFORD EST SUB EXTD TO ADELAIDE ST, N TO GREGORY ST, W TO POB

PRECINCT 11: PT E1/2 SEC 29-24-2E - BEG INT GREGORY ST & COTTAGE AVE, E TO GROVE ST, S TO HOVEY ST, W TO COTTAGE AVE, N TO POB

PRECINCT 12: PT W1/2 SEC 29 & PT S1/2 SEC 30-24-2E - BEG INT WHITE OAK RD & COLLEGE AVE, E TO COTTAGE AVE, S TO HOVEY ST, W TO W LN SEC 30-24-2E, N TO COLLEGE AVE, NE ALG COLLEGE AVE TO POB

PRECINCT 13: PT W1/2 SEC 29 & PT SEC 30-24-2E - BEG NW COR SEC 30, S TO COLLEGE AVE, NW ALG COLLEGE AVE TO WHITE OAK RD, E ALG COLLEGE AV TO COTTAGE AVE, N TO GREGORY ST, W TO POB

PRECINCT 14: PT SEC 21 & PT SEC 28-24-2E - BEG INT LOCUST ST & MAIN ST., N TO GREGORY ST, E TO FELL AVE, S TO SL NORWOOD ADD, E TO N/S FORM RR ROW, S TO PHOENIX AVE, W TO BROADWAY AVE, N TO C.M. & W. RR, SW TO FELL AVE, N TO MULBERRY ST, W TO SCHOOL ST, N TO LOCUST ST, W TO POB

PRECINCT 15: PT SECS 21, 22 27 & 28-24-2E - BEG INT BEECH ST & C.M. & W. RR, N TO SHELBOURNE DR, W TO N/S FORM RR ROW, S TO C.M. & W. RR, NE TO POB

PRECINCT 16: PT SECS 22 & 23-24-2E - BEG INT SHELBOURNE DR & TOWANDA AVE, S ALG TOWANDA AVE TO C.M. & W. RR, SW TO BEECH ST, N TO SHELBOURNE DR, E TO POB

PRECINCT 17: PT SECS 22, 23, 26 & 27-24-2E – BEG INT VETERAN’S PKWY & C.M. & W. RR, S TO COLLEGE AV, W TO BLAIR DR, NW TO FORT JESSE RD, SW TO WILLOW ST, NW TO C.M. & W. RR, NE TO POB

PRECINCT 18: PT SECS 13, 23, 24, 25 & 26-24-2E – BEG INT VETERAN’S PKWY & C.M. & W. RR, NE TO E LN SEC 13, S TO FORT JESSE RD W TO HERSHEY RD SE TO COLLEGE AVE, W TO VETERAN’S PKWY, N TO POB

PRECINCT 19: PT SEC 22-24-2E – BEG INT TOWANDA AVE & SHELBOURNE DR, W TO BEECH ST, NE ALG BEECH ST TO RAAB RD, E ALG RAAB RD TO TOWANDA AV, S TO POB

PRECINCT 20: PT SECS 15, 16, 21 & 22-24-2E – BEG AT INT OF SHELBOURNE DR AND N/S FORM RR ROW, N TO I-55, E TO NE COR PHEASANT RIDGE SUB 6TH ADD, S TO RAAB RD, W TO BEECH ST, S ALG BEECH ST TO SHELBOURNE DR, W TO POB

PRECINCT 21: PT SEC 21-24-2E – BEG INT RAAB RD & MAIN ST, E TO E LN BUNKER HILL NORTH SUB, S TO SHELBOURNE DR, SW TO SCHOOL ST, N TO ORLANDO AVE, W TO MAIN ST, N TO POB

PRECINCT 22: PT SEC 21-24-2E – BEG INT ORLANDO AVE & MAIN ST, E TO SCHOOL ST, S TO SHELBOURNE DR, NE TO N/S FORM RR ROW, S TO S LN NORWOOD ADD, W TO FELL AVE, N TO GREGORY ST, W ALG GREGORY ST TO MAIN ST, N TO POB

PRECINCT 23: PT SECS 4,9,16, 21,28 & ALL SECS 5 THRU 8, 17 THRU 20-24-2E DESC AS FOLLS: BEG SW COR SEC 19, E ALG GREGORY ST TO MAIN ST, N TO C.H. 39, W TO NW COR SEC 6, S TO POB

PRECINCT 24: PT SECS 4, 9, 16 & 21-24-2E – BEG NE COR SEC 4, S ALG LINDEN ST TO I-55, W TO N/S FORM RR ROW, S TO RAAB RD, W TO MAIN ST, NE ALG MAIN ST (A.K.A. US-51) TO C.H. 39, E TO POB

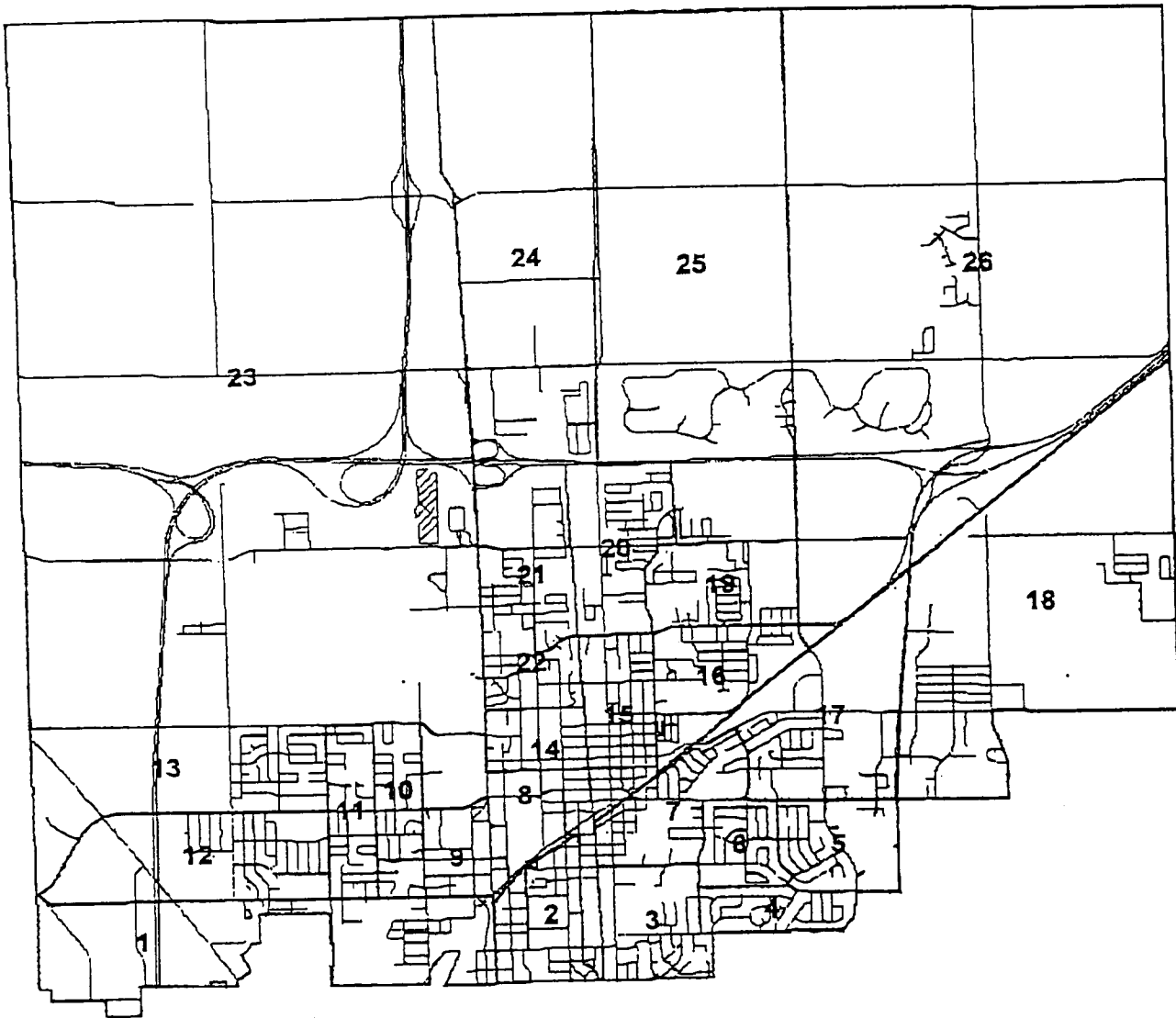
PRECINCT 25: PT SECS 15, 16 & 22 & ALL SECS 3 & 10-24-2E DESC AS FOLLS: BEG NW COR SEC 3, S ALG LINDEN ST TO I-55, E TO NE COR PHESANT RIDGE SUB 6TH ADD, S TO RAAB RD, E TO TOWANDA AVE, N TO NE COR SEC 3, W TO POB

PRECINCT 26: PT SECS 13, 14 & 23 & ALL SECS 1, 2, 11 & 12-24-2E DESC AS FOLLS: BEG NE COR SEC 1, S TO C.M. & W. RR, SW TO TOWANDA AVE, NW TO W LN SEC 23, N TO C.H. 39, E TO POB

NORMAL TOWNSHIP POLLING PLACES
JUNE 2003

PRECINCT	NAME	LOCATION	PHONE	CONTACT	COMMENTS
1	Grace Church	1311 W Hovey Ave.	452-5076	Rev. Ed. Searce	also #9 and #11
2	Christ The King Episcopal Church	1210 S. Fell Ave.	454-4903	Mrs. Sue Sloiky	1322 E. Washington St. Bloomington 61701
3	Free Methodist Church	304 Jersey Ave.	452-4352	Rev. Tyler Boyer	
4	Mt. Moriah Christian Church	814 Jersey Ave.	451-1807	Rev. John Rayford	Also #5
5	Mt. Moriah Christian Church	814 Jersey Ave.	451-1807	Rev. John Rayford	
6	First Assembly of God Church	800 E. Vernon Ave.	454-2402	Ms. Debbie Benjamin	
7	Epiphany School	1002 E. College Ave	452-3268	Msgr. Eric Powell	All Purpose Room
8	Bone Student Center	ISU Campus	438-2222	Mr. Rickie Johnson	
9	Grace Church	1311 W. Hovey Ave.	452-5076	Rev. Ed. Searce	
10	Evergreen Place	801 Gregory St.	451-9355	Ms. Lori Kerns	
11	Grace Church	1311 W. Hovey Ave.	452-5076	Rev. Ed. Searce	
12	Parkside Elementary School	1900 W. College Ave.	452-2042	Ms. Marlys Bennington	
13	Parkside Jr. High School	101 N. Parkside Dr.	452-8321	Ms. Mary Ahiller	
14	First United Methodist Church	211 N. School St.	452-2096	Mr. Mike Sweeney	
15	Normal Township Hall	304 E. Mulberry	452-2060	Mr. Richard Farr	
16	Community Activity Center	1 Normal Plaza	888-9099	Mr. Gary Little	
		1110 Douglas St.		Ms. Delores Ringenberg	
17	Sugar Creek Elementary School	200 N. Towanda Ave.	452-0935	Mr. Don Gillan	
18	Christ Lutheran Church	311 N. Hershey	452-5609	Rev. Phillip Kauffman	Richard Neilson 661-9399
19	Calvary United Methodist Church	1700 N. Towanda Ave.	452-5413	Rev. Randy Perry	2807 Longmeadow Lane, Blm Also #26
20	Heartland Community Church	1811 N. Linden	452-7335	Ms. Renee Price	Rev. Roger Prior also #24
21	McLean County Nursing Home	901 N. Main St.	888-5380	Mr. Don Lee	
22	Calvary Baptist Church	1017 N. School St.	452-4479	Rev. Ralph Wingate, Jr.	
23	Normal Community West HS	501 N. Parkside Dr.	888-6060	Mrs. Dawn Green	
24	Heartland Community Church	1811 N. Linden	452-7335	Ms. Renee Price	Rev. Roger Prior
25	Ironwood Club House	1901 N. Towanda Ave.	454-9621	Mr. Gary Little	
26	Calvary United Methodist Church	1700 N. Towanda Ave.	452-5413	Rev. Randy Perry	See precinct #19

Normal Township Precinct Boundary McLean County, IL



Peggy Ann Milton
McLean County Clerk



County Clerk
104 W. Park St. Rm. 704
Bloomington, IL 61701
Phone (309) 526-1100
Fax (309) 526-4332
counclerk@mclean.gov

Created by The Spatial Computing
July 14, 2008



Legend
 Township Boundary
 Street
 Precinct Number

0 1/2 1 1 1/2 2 Miles

New Precincts with 10 Meter Buffer			
New Precinct Number	Sidwell Total	Not Plotted by Sidwell	Total
3001	620	88	708
3002	1,215	39	1,254
3003	819	13	832
3004	732	4	736
3005	686	0	686
3006	822	2	824
3007	1,060	16	1,076
3008	23	1,321	1,344
3009	713	16	729
3010	668	24	692
3011	872	7	879
3012	1,119	28	1,147
3013	964	3	967
3014	901	5	906
3015	1,150	4	1,154
3016	588	18	606
3017	1,187	131	1,318
3018	1,023	151	1,174
3019	892	37	929
3020	895	11	906
3021	789	0	789
3022	833	24	857
3023	1,006	241	1,247
3024	759	110	869
3025	783	145	928
3026	569	71	640
	21,688	2,509	24,197

**RESOLUTION OF THE MCLEAN COUNTY BOARD APPROVING THE HUDSON
TOWNSHIP PRECINCTS**

WHEREAS, the Election Code, 10 ILCS 5/11-2 (1996), Authorizes the County Board to divide, change, readjust and create election precincts in as compact form as can be made for the convenience of the electors voting therein; and

WHEREAS, the Election Code, 10 ILCS 5/11-2 (1996), authorizes the County Board to fix and establish places for holding elections in the county and may also elects polling places at the most conveniently located suitable places outside the precincts; and

WHEREAS, the County Board may divide, change, readjust and crate said election precincts and fix and establish said polling places at its regular June meeting; and

WHEREAS, after being duly advised that Hudson Township supports and the State Board of Elections and McLean County Clerk have no objection, the County Board deems it necessary and appropriate to divide, change, readjust and create certain election precincts and fix and establish certain polling places in Hudson Township, McLean County, Illinois, now therefore

BE IT RESOLVED by the County Board of McLean County, Illinois, in regular session that the Hudson precincts be divided, readjusted and redescribed in order to comply with the requirements of the Election Code.

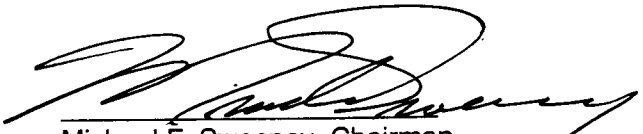
BE IT FURTHER RESOLVED that the legal descriptions of the divided, readjusted and redescribed Hudson precinct is attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that the polling places for Hudson precincts shall be the polling places listed and attached hereto and incorporated by reference for Hudson Township, McLean County, Illinois.

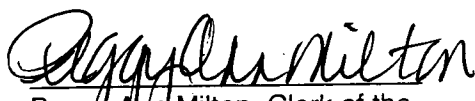
BET IT FURTHER RESOLVED that upon the enactment of this Resolution, the McLean County Clerk shall immediately notify the State Board of Elections of these divided, readjusted and redescribed Hudson precincts.

ADOPTED and effective this 17th day of June, 2003.

ADOPTED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the
McLean County Board

Precinct 1

Part Sections 1-9, 16-21, and 28-33. T25N R2E

Begin intersection of 2600 North Road and 1750 East Road, South to 2500 North Road, West to 1475 East Road, South on 1475 East Road (1475 East Road becomes Broadway Street in the Village of Hudson), Continue South on 1500 East Road to 2000 North Road, West to 1200 East Road, North to 2600 North Road, East to Point of Beginning.

Precinct 2

Part Sections 1, 9-16, 21-28, and 34-36. T25N R2E

Begin intersection of 2600 North Road and 1750 East Road, South to 2500 North Road, West to 1475 East Road, South on 1475 East Road (1475 East Road becomes Broadway Street in the Village of Hudson), Continue South on 1500 East Road to 2000 North Road, East to 1800 East Road, North to 2600 North Road, West to Point of Beginning.

Members Sorensen/Bostic moved the County Board approve a Request for Approval of Precinct Boundary Changes in Hudson and Normal Townships. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.
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Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0107 Infectious Disease program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

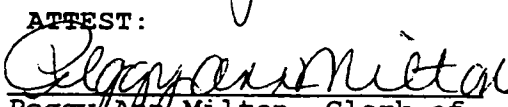
1. That the Treasurer is requested to create revenue line 0407-0083 West Nile Virus Testing Grant - in Fund 0107, Department 0061, Program 0061, and appropriating \$10,000.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0107, Department 0061, Program 0061, Infectious Disease Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0516-0001	Intern	\$ 0	\$ 5,046	\$ 5,046
0599-0003	Social Security Contrib.	\$ 0	\$ 383	\$ 383
0621-0001	Operational Supplies	\$ 0	\$ 2,351	\$ 2,351
0627-0001	Photo Supplies/Film Proc.	\$ 0	\$ 250	\$ 250
0793-0001	Travel	\$ 0	\$ 720	\$ 720
0833-0002	Purchase Computer Equip.	\$ 0	\$ 1,250	\$ 1,250
TOTALS:		\$ 0	\$10,000	\$ 10,000

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 17th day of June, 2003.

ATTEST:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\03WNVamendment

FY2003 Budget Amendment for Fund 0107
Narrative

The McLean County Health Department has been notified that it has been awarded a \$10,000 grant to conduct testing of culex mosquitoes for West Nile virus in regions where there has been minimal testing. Implementation of the testing program will allow the McLean County Health Department to quickly obtain surveillance data and thus inform the public about the risk of West Nile virus.

The \$10,000 will be used to support a summer intern who will staff the testing project. In addition it will cover the purchase of the testing units, all necessary supplies for testing, and travel costs associated with collecting the samples.

Members Sorensen/Berglund moved the County Board approve a Request for Approval of the Resolution Amending the 2003 Combined Appropriation and Budget Ordinance Grant Fund 0107 - West Nile Virus Testing - Health Dept. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0103

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

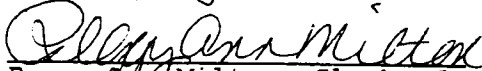
1. That the Treasurer is requested to increase revenue line 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, and increasing the appropriation by \$23,000 from \$237,700 to \$260,700.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 0	\$10,876	\$ 10,876
0599-0001	County IMRF Contrib.	\$ 8,401	\$ 510	\$ 8,911
0599-0003	Social Security Contrib.	\$ 13,725	\$ 832	\$ 14,557
0612-0001	Books/Videos/Publications	\$ 200	\$ 1,000	\$ 1,200
0621-0001	Operational Supplies	\$ 2,660	\$ 2,500	\$ 5,160
0718-0001	Schooling & Conferences	\$ 2,000	\$ 500	\$ 2,500
0793-0001	Travel	\$ 1,620	\$ 500	\$ 2,120
0795-0003	Telephone	\$ 7,450	\$ 482	\$ 7,932
0832-0001	Pur. Furnishings/Off Equip	\$ 0	\$ 4,000	\$ 4,000
0833-0002	Purchase Computer Equip.	\$ 1,700	\$ 1,800	\$ 3,500
TOTALS:		\$ 37,756	\$23,000	\$ 60,756


3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 17th day of June, 2003.

ATTEST:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

FY2003 FTE and Budget Amendment for Fund 0103
Narrative

The McLean County Health Department has been notified by the Illinois Department of Human Services that the WIC Grant has been increased by an annualized amount of \$30,800 of which \$23,000 will apply to the County fiscal year 2003. The increase in the award is based on increased caseload in the WIC program from a base of 1,950 to 2,132 clients.

The additional \$23,000 will be used to hire a .60 FTE Nutritionist for nutrition education programming as a result of the increased caseload. Also included are operational supplies for the new position including a desk, computer, file cabinet, travel/training, and educational materials.



Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director

Re: Budget and FTE Amendments

Date: May 28, 2003

Please find attached two budget amendments and an FTE amendment for Health Department grant programs. Below is a description of each of the amendments:

Women, Infants, and Children Nutrition Program (WIC) Fund 0103

The McLean County Health Department received notice from the Illinois Department of Human Services that its grant award had been increased approximately \$31,000 on an annual basis effective April 1, 2003 with approximately \$23,000 of that total being applied for the remainder of County budget year 2003. The additional award was based upon a combination of serving an increased caseload and meeting or exceeding targeted performance indicators such as percentage of children fully immunized, breastfeeding initiation, children receiving regular health examinations, participants enrolled in the family case management program, and others. The additional funding will be utilized to add a .60 FTE nutritionist to assist in providing more comprehensive nutrition education and purchase educational materials and supplies.

West Nile Virus Mosquito Testing Grant Fund 0107

The McLean County Health Department was selected by the Illinois Department of Public Health as one of ten counties to conduct surveillance for the presence of West Nile virus within *Culex* mosquitoes. The grant calls for the purchase of six VecTest gravid traps along with laboratory supplies. The testing process will call for placing 6 VecTest traps in three pre-selected strategic locations within Bloomington-Normal. Each trap will be primed and mosquitoes collected twice per week. The department will then test each mosquito pool to determine the presence of West Nile virus. Mosquito testing is not in lieu of early surveillance of crows and jays. Positive test results within bird samples provide evidence of the presence of WNV within the host population and usually precede the first human case by 8 to 12 weeks. The presence of WNV in mosquito pools signals the presence of the virus within the vector and precedes the first human case by 3 to 4 weeks. This will help provide the community with a more precise sentinel of the probability of transmission of the disease to humans and will help reinforce prevention messages. In addition to testing materials, the grant will cover a portion of time spent of an environmental health intern to carry out the program. There is no accompanying FTE resolution amendment since the position already exists within Fund 0112. For the purpose of this grant, the intern's time will be charged to Fund 0107 through the payroll system.

A Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0103.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional funding from the Illinois Department of Human Services for the WIC program based upon increased caseload from 1950 to 2132;

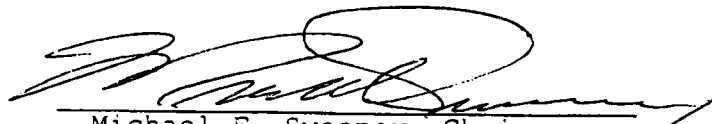
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
Increase	0103-0061	0062	0515-8041	.60	7.0	.00	.35


This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 17th day of June 2003.

APPROVED


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean
adm\budg\03WICFTE

Members Sorensen/Renner moved the County Board approve a Request for Approval of the Resolution Amending the 2003 Combined Appropriation and Budget Ordinance Grant Fund 0103 and a Resolution Amending the 2003 Full-Time Equivalent Positions Resolution Grant Fund 0103 -WIC - Health Department Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2003**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, the State's Attorney's Office reduced its complement of Legal Assistants II from 4.00 full-time equivalent positions (FTE's) to 3.50 FTE's in its original Fiscal Year 2003 budget request due to the termination of certain state and federal grant programs; and,

WHEREAS, the State's Attorney's Office subsequently applied for and received new state and federal grant sources which necessitate restoring the original FTE level of Legal Assistants II, and which will provide sufficient funding to do so; and,

WHEREAS, the Finance Committee, at its meeting on June 3, 2003, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2003 Fiscal Year; now, therefore,

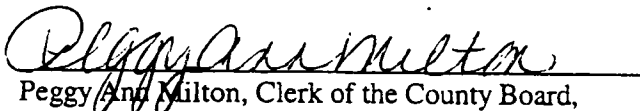
BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0020-0019	07	0503.1102 Legal Assistant II	3.50	0.50	4.00

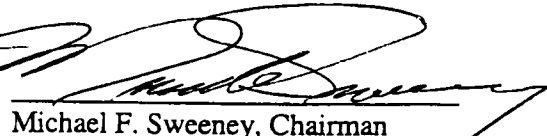
BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 17th day of June, 2003.

ATTEST:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Rodgers moved the County Board approve a Request for Approval of the Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2003 - Legal Assistant II - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2003**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, the Metro McLean County Centralized Communications Center (MetCom) is required by law to maintain a back-up facility; and,

WHEREAS, the Finance Committee, at its meeting on June 3, 2003, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2003 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

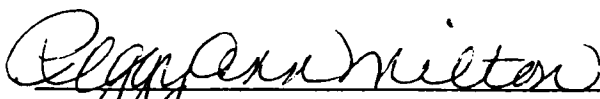
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u> <u>Now</u> <u>Amend</u> <u>New</u>
0452-0030-0090	U	0503.3101 Telecommunicator	27.00 1.25 28.25


BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Metro McLean County Centralized Communications Center, the Emergency Telephone Systems Board, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 17th day of June, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Owens moved the County Board approve a Request for Approval of the Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2003 - Telecommunicator - MetCom. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

LEASE

THIS AGREEMENT is made by and between the PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS, a Municipal Corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF McLEAN, a body politic and corporate of the State of Illinois (the "County"), as Lessee.

WITNESSETH

WHEREAS, the Commission has been duly organized under the provisions of the PUBLIC BUILDING COMMISSION ACT of the State of Illinois, as amended (the "Act"), for the reason that an urgent need exists for modern public improvements, buildings and facilities within the limits of the County seat of McLean County (the "County") for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens and the operation and maintenance thereof; and

WHEREAS, the Commission by proper resolution adopted on the 5th day of March, 1996 did select, locate and designate the area legally described below, lying wholly within the territorial limits of the City of Bloomington, as a site (the "SITE") to be acquired by the Commission from First of America Bank - Illinois, N.A. for the purpose of leasing the Site with the improved building thereon to the County for use by it in carrying out certain of its essential governmental functions; and

WHEREAS, the Site was also duly approved by three-fourths vote of the members of the City Council of the City of Bloomington, being the County seat of the County, by action taken by said City Council on the 12th day of February, 1996, and was also approved by a majority of the members of the County Board of the County by action taken on the 19th day of March, 1996; and

WHEREAS, the Site so selected and designated is more particularly described as follows:

Tract No. 1

Units A, A-1, C and E in the Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois

Tract No. 2

Units D-1, D-2 and D-3 in The Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The Original Declaration of Condominium Ownership to The Hundman Office Building Condominium recorded August 17, 1978, as Document No. 78-12183; the First Amendment to Declaration of Condominium Ownership recorded February 6, 1979, as Document No. 79-1273; the Second Amendment to Declaration of Condominium Ownership of The Hundman Office Building Condominium made by Richard H. Hundman recorded December 28, 1979, as Document No. 79-16643, in McLean County, Illinois

Tract No. 3

Unit B in The Hundman Office Building Condominium in the City of Bloomington together with its undivided percentage interest in the ownership of the common elements. The Declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois.

WHEREAS, the Commission has acquired fee simple title to the Site which is improved with a five story office building currently occupied by certain tenants who presently pay rent to the County.

NOW, THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I - RENT AND IMPROVEMENTS

A. In consideration of the sum of Three Hundred Fifty Thousand Dollars (\$350,000) to be paid by the County in ten annual installments of \$35,000 on January 1 each year beginning January 1, 2004 through and including January 1, 2013 and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the respective parties, the

Commission does hereby lease and demise to the County and the County hereby leases from the Commission for a term of ten years (10) commencing July 1, 2003 and ending on June 30, 2013 the Site and the building located thereon with all improvements thereon.

B. The County agrees to enter into a contract with P. J. Hoerr, Inc. to repair and replace the Drivet on the exterior of the building and the Commission agrees to pay up to \$350,000 of that project cost upon written request from the County. The County shall have full responsibility for supervision of the job and the Commission shall have no responsibility for any part of the job other than payment of the \$350,000 upon the work being performed and the County requesting payment.

SECTION II - OPERATION AND MAINTENANCE OF THE SITE
AND BUILDING AND IMPROVEMENTS THEREON

A. The County shall be solely responsible for the maintenance, operations, upkeep and safekeeping of the entire demised premises, including parking lots, utilities, driveways, fences, sidewalks, roads and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, all at its expense and without right of reimbursement from the Commission except as set forth in paragraph B of Section I. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, lights, water, electricity, heat, air conditioning, elevators, janitor, caretaking and custodial services, and repairs to the interior or exterior, whether structural or nonstructural. Notwithstanding the foregoing provisions of this paragraph, the Commission may, in its sole discretion, use any surplus funds to assist the County in performing its operation and maintenance functions.

B. The County shall, each year during the term of this Lease include in its annual budget, and thereafter make provision for all amounts necessary for the payment of all expenses incident to the

preservation, care, maintenance and operation of said demised premises and necessary to preserve, protect and safeguard said demised premises so that the same will continue to adequately serve the uses for which it is intended; or in the alternative, the County shall make those arrangements as are necessary and legally permitted to provide the funds as may be necessary to comply with the requirements of Paragraph "A" of this Section II, including, but not limited to entering into a contract with the Commission whereby the Commission shall undertake all operation and maintenance of the demised premises and the County shall pay the Commission therefor.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of inspecting the demised premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the operation of County business in its use of the demised premises.

SECTION III - USE OF BUILDING

A. The Commission shall incur no expense whenever any tenant moves into or out of the demised premises.

B. The County shall direct and supervise the operation of any tenant moving into or out of the demised premises and shall be responsible for all security and maintenance of the demised premises at all times during the lease term. All matters concerning the means, time, days and hours of access to the demised premises by the public and by officers, employees and agents of the County and the delivery to the County in the demised premises of all supplies, equipment, materials or the like, shall, during the term of this Lease, be subject to such reasonable rules and regulations concerning the same as shall be established by the County.

C. The County may install in the space occupied by it in accordance with the terms of this

Lease, such portable equipment, fixtures or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load-bearing walls, to the public building which constitutes a part of the demised premises without the written consent of the Commission.

The County shall not place a load upon any floor of the public building which constitutes part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

D. The County covenants and agrees that it will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City of Bloomington, Illinois, or of the County, now or hereafter in force and applicable thereto. The County further covenants and agrees that it will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City of Bloomington, Illinois, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County shall fail to make said changes and alterations, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County agrees to promptly reimburse the Commission therefor.

E. The Commission acknowledges that there are sub-tenants of the County presently occupying the leased premises and that the County will continue to sublease all or any part of the space leased by it; however, the County will only sublease if it is permitted to do so by law.

F. The County is leasing the Site and improvements and taking possession thereof in their "as is condition." At no time during the term of this Lease shall the Commission have any liability to or responsibility for any condition existing on the site or in the building located thereon.

SECTION IV - INSURANCE AND INDEMNIFICATION

A. The County shall keep the improvements on the demised premises insured against loss or damage by fire and wind storm with extended coverage endorsement in any amount not less than 80% of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost (exclusive of the cost of excavation, foundations and footings below the basement floor) without deduction for any physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of Illinois and shall name the Commission, as owner of the building, as an additional insured. For purposes of this paragraph, the final insurable value shall, if the Commission determines, be calculated by an independent appraiser or appraisal company employed by the Commission and the County for such purpose. Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the Commission and the County and the members of their respective governing bodies, board members, officers, agents and employees.

B. The County shall carry or cause to be carried general public liability insurance of at least Two Million Dollars (\$2,000,000) against loss on account of bodily injury, death or property damage occurring in, on or about the properties included in the demised premises or any elevator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure or Site

constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the maintenance, operation, use and repair of such demised premises.

C. The Commission will not carry insurance of any kind on any furniture or furnishings or any fixtures, equipment or improvements or appurtenances located on the demised premises and shall not be obligated to repair any damage thereto resulting from fire or other casualty. The Commission shall be named as an additional insured on such general public liability policy.

D. The County further covenants and agrees that it shall save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the County, its agents, servants, lessees, or employees.

SECTION V - MISCELLANEOUS

A. This Lease shall insure to the benefit and be binding upon the respective parties hereto, their successors and assigns, as their interests may appear.

B. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

1. By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the Clerk of the County or to the Chairman of the County Board of the County of McLean if the County is being served; or
2. By depositing a duly executed copy thereof in the United States Mail, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission,

or to the Clerk of the County or to the Chairman of the County Board of the County or his successor, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or the County, as the case may be, at such address as the Commission or the County may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed as the case may be, as follows:

Public Building Commission of McLean County, Illinois, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

Chairman of the County Board of McLean County, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

C. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

D. This Lease and the rights of the County hereunder are subject to the rights of the tenants in possession of the premises.

E. This Lease has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary, and the County of McLean by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, on the

dates of the respective acknowledgements attached hereto.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

Date

Vice Chairman

Date

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN ILLINOIS

ATTEST:

County Clerk of McLean
County, Illinois

Date

Chairman, County Board
of McLean County, Illinois

Date

CERTIFICATE

The undersigned, being the Chairman of the County Board of the County of McLean, Illinois, and the Clerk of the County Board of the County of McLean, Illinois, do each hereby certify that the foregoing Lease to which this Certificate is attached is a true and correct copy of the Lease which was approved and whose execution was authorized by the County Board of the County of McLean, Illinois, at its regular monthly meeting held in Bloomington, Illinois, _____ 2003.

This Certificate is executed this _____ 2003.

Chairman

County Clerk

Members Sorensen/Bostic moved the County Board approve a Request for Approval of Proposed Lease Agreement with Public Building Commission of McLean County for Replacement of Exterior Dryvit - 200 West Front Street Building. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE COUNTY HIGHWAY ENGINEER
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE IMPACTED POSITION PERSONNEL POLICY

WHEREAS, the County Highway Engineer wishes to promote the incumbent Civil Engineer II to the vacant Assistant County Engineer position within the office; and,

WHEREAS, the County Highway Engineer requested authorization from the Finance Committee to offer a salary above the starting maximum salary under the Impacted Position Personnel Policy; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, June 3, 2003, approved the request of the County Highway Engineer to offer a salary above the starting maximum salary under the Impacted Position Personnel Policy; now, therefore,

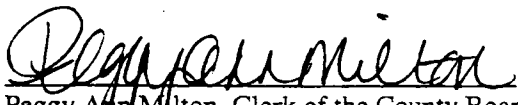
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

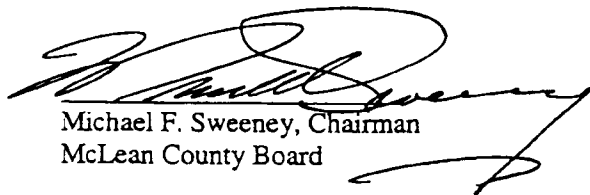
- (1) That the County Highway Engineer is hereby authorized to offer a salary of \$62,823.00 to promote the incumbent Civil Engineer II to the vacant Assistant County Engineer position.
- (2) That the County Highway Engineer is directed to work with the County Administrator's Office in preparing the salary offer to be made to the incumbent Civil Engineer II.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Highway Engineer, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 17th day of June, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Bass moved the County Board approve a Request for Approval of Resolution Authorizing the County Highway Engineer to Offer a Salary above the Starting Maximum Salary Under the Impacted Position Personnel Policy - County Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report can be found on pages 131-138.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, stated there were no items to be presented for action.

PROPERTY COMMITTEE:
Member Bostic, Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. Term. The term of this lease agreement shall commence on July 1, 2003, and terminate on November 30, 2003.
2. Rent.
 - a. Rent shall be or \$14,463.75 for 4,588 s.f. of office space, payable in five equal monthly installments of \$2,892.75.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

McLean County Treasurer
P.O. Box 2400
Bloomington, Illinois 61702-2400
 - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.
3. Tenant's Use and Operation. CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
4. Utilities. COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.
7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. CSED agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.

Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be

conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. Hazardous Material.

a. Prohibition. CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

- 15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
- 16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. Insolvency. Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
18. Assignment and Subletting. CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. Default. If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
- a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.

Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

Page eight

be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

- c. Have specific performance of CSED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

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If to COUNTY:

Office of the County Administrator
McLean County
104 W. Front Street, Suite 701
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of June, 2003.

APPROVED:

McLean County States Attorney

By: 

William A. Yoder, McLean
County States Attorney

COUNTY OF McLEAN

By: 

Michael F. Sweeney, Chairman
of the McLean County Board

ATTEST:

By: _____

By: 

Peggy Ann Milton, Clerk of
the McLean County Board

w:\wp\childsup03

Members Bostic/Owens moved the County Board approve a Request for Approval of a Lease Agreement between the County of McLean and the McLean County State's Attorney on the Fourth Floor of the 200 West Front Street Building for the Child Support Enforcement Division - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

1997 Edition -Electronic Format

AIA Document A101-1997

*Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 28th day of May in the year of 2003
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)
County of McLean, Illinois
104 W. Front Street, Bloomington, IL 61702

and the Contractor:
(Name, address and other information)
P.J. Hoerr, Inc.
117 Merle Lane, Normal, IL 61761

The Project is:
(Name and location)
McLean County Health Department Building Exterior Renovation
200 W. Front Street, Bloomington, IL

The Architect is:
(Name, address and other information)
Farnsworth Group, Inc.
2401 E. Washington St., Suite B, Bloomington, IL 61771

The Owner and Contractor agree as follows.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

A written Notice to Proceed shall be issued by the Owner.



©1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:
Not Applicable

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 90 working days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Date of Substantial Completion shall be Friday, October 24, 2003.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

None

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Eight Thousand Dollars (\$ 708,000), subject to additions and deductions as provided in the Contract Documents.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Alternate Bid No. 3 - Concrete Foundation Restoration Work - \$15,000

This document has been approved and endorsed by The Associated General Contractors of America.

4.3 Unit prices, if any, are as follows:

Unit Price Bid No. 1 - Installation of new batt insulation as required - \$1.50/Sq. Ft.

Unit Price Bid No. 2 - Installation of new metal studs as required - \$4.00/Linear Ft.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment to the Contractor not later than the twentieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty working days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The



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schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing); less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall be reduced to five percent (5%) upon Substantial Completion.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document



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A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)
1.5% per month (18% APR)

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:

(Name, address and other information)

Jack E. Moody, CFM - McLean County Facilities Manager
104 W. Front Street, Bloomington, IL 61702 Phone: (309) 888 - 5792

7.4 The Contractor's representative is:

(Name, address and other information)

Andy Kaufmann, Project Engineer - P.J. Hoerr, Inc., General Contractor
117 Merle Lane, Normal, IL 61761 Phone: (309) 888 - 9567

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

None

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.



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8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January 13, 2002 (should be 2003), and are as follows:

Document	Title	Pages
Section 00800	Supplementary Conditions	11

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Refer to the Project Manual	- Table of Contents	

8.1.5 The Drawings are as follows, and are dated January 13, 2003 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Refer to the Drawings Cover Sheet	- Index of Drawings	

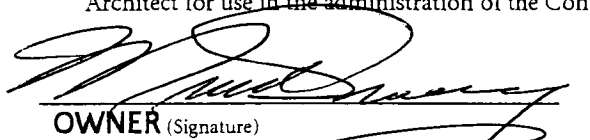
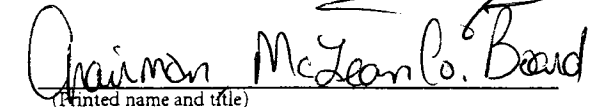
8.1.6 The Addenda, if any, are as follows:

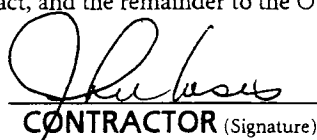
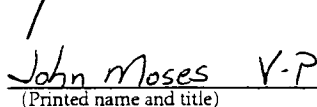
Number	Date	Pages
Addendum No. 1	February 4, 2003	15

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
Revisions Description Letter from P.J. Hoerr, Inc. dated May 28, 2003 (attached)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.


OWNER (Signature)

Chairman McLean Co. Board
(Printed name and title)


CONTRACTOR (Signature)

John Moses V-P
(Printed name and title)



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RECEIVED

MAY 29 2003

Facilities Mgt. Div.

To: The Honorable Chairperson and Members of the Property Committee
Date: Thursday, June 5, 2003
Project: McLean County Health Department Building Exterior Renovation
Subject: Report on Project Cost Reduction Progress since January Committee Mtg.
From: Michael J. Sparks, AIA - Farnsworth Group, Inc.

REPORT ON PROJECT COST REDUCTION PROGRESS SINCE JAN. 9th MEETING

On January 9, 2003 Mike Sparks of Farnsworth Group, Inc. presented the completed construction documents for the exterior renovation of the 200 W. Front Street Building to the Property Committee for approval to solicit bids. The documents were approved by the Committee and the project was bid in late January and early February. Of the four base bids received on February 11, 2003, the lowest was that of P.J. Hoerr, Inc. at \$808,000.

On April 8, 2003, Andy Kaufmann of P.J. Hoerr, Inc. and Mike Sparks of Farnsworth Group, Inc. met with Jack Moody and presented a list of potential cost saving reductions based on possible reductions in design scope. P.J. Hoerr, Inc. was able to identify potential cost reductions of \$115,000 which were subsequently discussed and analyzed and deemed acceptable by all parties.

I. Description of Proposed Design Revisions

The proposed new design scheme to be presented at the June 5, 2003 Property Committee Meeting differs from the original scheme presented by Mike Sparks of Farnsworth Group, Inc. at the September 5, 2002 Property Committee Meeting and the construction documents that were subsequently prepared and presented at the January 9, 2003 Property Committee Meeting, in the following ways:

1. Metal Panel Revisions

While the original design scheme consisted of three different types of insulated metal panels and was based on the use of Centria as the basis-of-design manufacturer, the new design consists of only two panel types: a 1-1/2" thick undulating metal panel with rigid insulation at the top 6'-6" horizontal band, the two entrance canopies, and the penthouse; and 2-inch thick stucco-texture insulated metal panels everywhere else. The new insulated panels would be wider, typically 30-inch or 36-inch wide, instead of the original 24-inch wide panels, and be made of lighter gauge steel sheets than the original design. In addition, the vertical metal battens, a design reference to the Law and Justice Center Building, will be omitted for a substantial cost savings. Finally, the new metal panels will be attached to the existing building metal stud wall framing with horizontal "Z"-framing rather than the original built-up metal stud framing members, which are more labor intensive. Other than these metal panel changes, the remainder of the renovation work would remain as shown on the original construction documents.

II. Elevation Sketches

We have attached two elevation sketches of the proposed new exterior design for the building based on the use of the above panels for review by the Property Committee. We propose using a bronze metal panel, matching the color of the Law & Justice Bldg. at the top band, penthouse, entrance canopies, and east atrium roof. The insulated panels between windows would be an off-white colored stucco-type finish. The concrete foundation would be refinished in a limestone color and texture. The windows and glass would remain as they are currently.

III. Revised Project Schedule

The project was originally scheduled to begin around the first of April and be completed by the end of May, 2003. Due to unanticipated budgetary constraints, the project has been delayed by approximately three months. Based on a projected start date of approximately June 23, 2003, the new stated date of Substantial Completion has been set at October 24, 2003, which provides approximately 90 working days for construction.

IV. Proposed Owner-Contractor Agreement

Following is a copy of AIA Document A101-1997 Standard Form of Agreement Between Owner and Contractor proposed for use on this project. Attached to the Agreement is a letter from P.J. Hoerr, Inc. dated May 28, 2003, which enumerates the revisions they have proposed to the Construction Documents in exchange for the stated reduction in project cost.

V. Request for approval of proposed Owner-Contractor Agreement

Based on the information presented in this report and at the June 5, 2003 Property Committee Meeting, Farnsworth Group, Inc., and P.J. Hoerr, Inc. request approval by the McLean County Board Property Committee of the proposed revised exterior cladding design and the associated Owner-Contractor Agreement based on the specified revisions to the original design scope.

Attachments

Copies: Jack Moody, McLean County
Dave Burnison, Farnsworth Group, Inc.
John Moses, P.J. Hoerr, Inc.
Andy Kaufmann, P.j. Hoerr, Inc.



P. J. HOERR, Inc.

117 MERLE LANE, NORMAL, IL 61761
PHONE 309.888.9567 FAX 309.888.9556

CONTRACTORS • BUILDERS

May 28, 2003

Jack E. Moody
Facilities Management
104 W. Front Street
Bloomington, IL 61702

Re: McLean County Health Department Proposed Exterior Cladding Design Revisions

Dear Jack,

Per your request and in accordance with Farnsworth Group's Option 2 as outlined in their May 13, 2003 letter, we are providing a list of proposed design deviations from the original project scope. All other aspects of this project will be provided in accordance with the original construction documents dated January 13, 2003. P.J. Hoerr takes full responsibility for the design, construction and performance of the proposed design deviations to exterior cladding system.

Proposed Deviations:

1. Building elevations per attached sketches in lieu of elevations shown on A3.1 and A3.2.
2. "Z" framing in lieu of metal stud framing as shown on A5.1, A5.2, and A5.3 as reviewed and approved by Farnsworth Group.
3. Manufacturer designed details in lieu of details shown on A5.1, A5.2, A5.3, A7.1 and A8.1.
4. Rigid insulation in lieu of insulated liner panel as shown on 6/A8.1.
5. Elimination of all vertical battens as shown on 2/A8.1.
6. 24/26-gauge panel with Kynar finish in lieu of Panel Type 1 and Panel Type 2 as specified in 07412.
7. 24-gauge vertical siding with Kynar finish in lieu of Panel Type 3 as specified in 07412. (At penthouse, top 6'6" band and entrance canopies.)

These revisions, as proposed, shall result in a total reduction in cost of \$115,000 from our proposed base bid amount of \$808,000, resulting in a net base contract amount of \$693,000.

Please contact me with any questions and/or comments.

Sincerely,

Andy Kaufmann
Project Estimator / Manager

Members Bostic/Renner moved the County Board approve a Request for Approval of AIA Contract Proposal from PJ Hoerr to Replace the Exterior Envelope of the 200 West Front Street Building - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, County Board Department 0001,
McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085; and,

WHEREAS, pursuant to the lease agreements approved between the tenants in the McBarnes Building and McLean County (the "County"), the County is solely responsible for the general maintenance and repair of all installed building mechanical systems, including heating, ventilation and air conditioning; and,

WHEREAS, on December 5, 2002, Facilities Management staff discovered that one of the six main steam cells in the Weil-McLain Model 694 Steam Boiler had ruptured, thereby rendering the boiler partially operable and necessitating an emergency replacement of the boiler; and,

WHEREAS, Facilities Management staff developed a plan to purchase and replace the boiler with a new Weil-McLain Model 694 Steam Boiler and, in accordance with the County's emergency purchase policy, presented this plan to the County Administrator for approval; and,

WHEREAS, pursuant to the provisions of the County's emergency purchase policy, the County Auditor's Office issued an emergency purchase order for the purchase of a replacement boiler; and,

WHEREAS, the new replacement boiler was successfully installed by Facilities Management staff over the weekend of January 17, 2003 through January 20, 2003; and,

WHEREAS, the County Board, at its regular meeting on Tuesday, February 18, 2003, approved an Ordinance reappropriating open fiscal year 2002 purchase orders to the fiscal year 2003 adopted budget; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 5, 2003 recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$1964.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001			
0001-0001-0001-0400.0000			
Unappropriated Fund Balance	\$0.00	\$1964.00	\$1964.00
McBarnes Building Capital Lease Fund 0350			
0350-0085-0091-0450.0011			
Transfer from Other Funds	\$0.00	\$1964.00	\$1964.00

(2)

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001 and the McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085, the following appropriation:

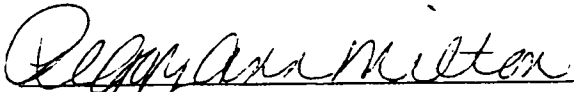
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0999.0001 Interfund Transfer	\$0.00	\$1964.00	\$1964.00
McBarnes Building Capital Lease Fund 0350 McBarnes Building Department 0085 0350-0085-0091-0801.0001 Capital Improvements:	\$5000.00	\$1964.00	\$6964.00

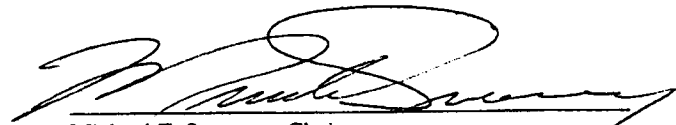
- (3) That any previous Emergency Appropriation Ordinance approved for this purpose shall hereby be declared null and void as of the effective date of the adoption of this Ordinance.
- (4) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 17th day of June, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County FY 2003 Combined Annual Appropriation and Budget Ordinance General Fund 0001, County Board Department 0001, McBarnes Building Capital Lease Fund 0350, McBarnes Building Department 0085. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

Agreement By and Between The County of McLean and The Bloomington Municipal Credit Union

The County of McLean, a body corporate and politic, and the Bloomington Municipal Credit Union, 602 South Gridley, Bloomington, Illinois, hereby enter into an agreement to provide a customer convenience banking site, to be located in the lobby of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois, commencing on or about July 1, 2003.

In consideration of the mutual covenants and promises between the County of McLean and, the Bloomington Municipal Credit Union, set forth herein:

Now, therefore, it is expressly agreed as follows:

1. Bloomington Municipal Credit Union agrees to provide a customer convenience-banking site in the teller office of the lobby of the Law & Justice Center, entirely at Bloomington Municipal Credit Union expense. Bloomington Municipal Credit Union representatives shall staff the Customer convenience site on Mondays and Thursdays from 10:00 a.m. to 2:00 p.m.
2. Operations at this customer convenience site shall be limited to basic banking services, including but not limited to, customer deposits, check cashing, loan processing, membership applications, and such other services as mutually agreed upon by the County of McLean and Bloomington Municipal Credit Union.
3. Services shall be limited to Bloomington Municipal Credit Union members only, and not offered to the general public.
4. Bloomington Municipal Credit Union shall not operate this customer convenience site at times when doing so will be inconvenient to the County of McLean Treasurer or any other County of McLean office.
5. Bloomington Municipal Credit Union shall not alter premises or disturb equipment or installed fixtures in any way.
6. Bloomington Municipal Credit Union shall be permitted to place temporary signs and brochures in the teller office area, subject to County of McLean approval.
7. Bloomington Municipal Credit Union shall indemnify and hold harmless The County of McLean, its officers employees and agents from any and all liability, and provide proof of insurance and shall name the County of McLean as an additional insured.

8. The County of McLean shall not provide security services, alarm systems, armed or unarmed guards, nor accept any responsibility or liability for losses, damages, or injuries affecting Bloomington Municipal Credit Union employees, customers, or property.
9. The parties hereto mutually agree that this agreement can be cancelled at any time and for any reason by either party. Written termination notice shall be sent by certified mail and signed by an authorized representative.
10. The parties acknowledge that this agreement is a license, revocable, at will and without cause by the County of McLean. This agreement is not a lease. The Bloomington Municipal Credit Union obtains no right or claim to use County of McLean property to conduct business.
11. Amendments to this agreement may be made by mutual consent by the parties
12. The parties hereto mutually agree that the foregoing constitutes all of the agreements between the parties and in witness whereof the parties have affixed their respective signatures on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this operating agreement by their respective officers, thereunto duly authorized at Bloomington, Illinois, this 17th day of June 2003.

APPROVED:

Bloomington Municipal Credit Union

By: Kathy Wooley
Chief Executive Officer

APPROVED:

County of McLean

By: Michael F. Sweeney
Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

By: Christine Nebeker

By: Peggy Ann Milton
Peggy Ann Milton, Clerk of the
The McLean County Board

Y:/asa/hug/documents/credit union.doc

Members Bostic/Moss moved the County Board approve a Request for Approval of an Operating Agreement between McLean County and Bloomington Municipal Credit Union to Operate a Customer Convenience Site in the Lobby of the Law and Justice Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated Item E1e would be sent back to the Property Committee for further consideration and the General Report is located on pages 176-185.

JUSTICE COMMITTEE:
Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
ETSB Operating Fund 0450, Emergency Telephone Systems Board Department 0098
Metro Communications Center Fund 0452, MetCom Department 0030**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro Communications Center Fund 0452, Metro Communications Center Department 0030, Metro communications Program 0090; and,

WHEREAS, on April 22, 2003, the Emergency Telephone Systems Board voted to appropriate additional funds in the amount of \$ 42,037.00 from the unappropriated fund balance of the ETSB Operating Fund 0450 to fund the addition of 3.0 full-time equivalent telecommunicator positions and related expenses in the Metro McLean County Centralized Communications Center (MetCom) to provide required back-up capability in a cost-efficient manner; and,

WHEREAS, at a regular meeting of Monday, June 2, 2003, the Justice Committee recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the ETSB Operating Fund 0450 in the amount of \$ 42,037.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
ETSB Operating Fund 0450			
0450-0098-0911-0400.0000			
Unappropriated Fund Balance	\$ 0.00	\$42,037.00	\$42,037.00
 MetCom Fund 0452, Department 0030			
0452-0030-0090-0450.0044			
MMCCC-ETSB	\$582,092.00	\$42,037.00	\$624,129.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the MetCom Department 0030, Metro Communication Program 0090 the following appropriations:

(2)

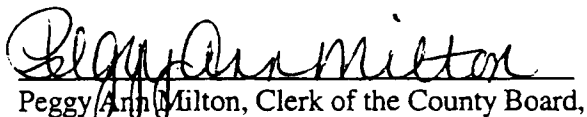
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MetCom Fund 0452, Department 0030			
0452-0030-0090-0503.0001			
Full-time Employee Salaries	\$1,241,108.00	\$ 34,733.00	\$1,275,841.00
0452-0030-0090-0599.0001			
IMRF Contribution	\$ 64,623.00	\$ 1,459.00	\$ 66,082.00
0452-0030-0090-0599-0002			
Employee Medical Insurance	\$ 96,200.00	\$ 3,188.00	\$ 99,388.00
0452-0030-0090-0599.0003			
Social Security Contribution	\$ 106,087.00	\$ 2,657.00	\$ 108,744.00
Total		\$ 42,037.00	

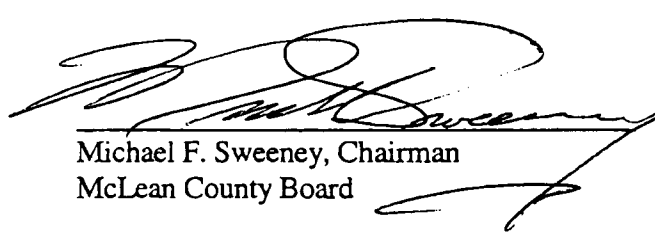
(3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, the Emergency Telephone Systems Board and the Director of the Metro McLean County Centralized Communications Center

ADOPTED by the County Board of McLean County this 17th day of June, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

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Members Renner/Rodgers moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance ETSB Operating Fund 0450, Emergency Telephone Systems Board Department 0098 Metro Communications Center Fund 0452, MetCom Department 0030. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
ESTABLISHING A PRE-TRIAL RELEASE PROGRAM AND
AN ELECTRONIC MONITORING PROGRAM
AS A PRIORITY IN THE FISCAL YEAR 2004 BUDGET PREPARATION**

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and,

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and,

WHEREAS, the Justice Committee has carefully reviewed and studied various alternatives to incarceration in the McLean County Adult Detention Center, including a Pre-Trial Release Program and an Electronic Monitoring Program; and,

WHEREAS, the Justice Committee has been assured by the Chief Judge and the Trial Court Administrator of the Eleventh Judicial Circuit Court that, if a Pre-Trial Release Program and an Electronic Monitoring Program are implemented in McLean County, the Circuit Court will use these alternatives to incarceration; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, June 2, 2003, recommended to the Executive Committee that, during the review and preparation of the Fiscal Year 2004 Budget, the establishment of a Pre-Trial Release Program and an Electronic Monitoring Program shall be considered as a priority; and,

WHEREAS, the Executive Committee, at its regular meeting on Tuesday, June 10, 2003, recommended that, during the review and preparation of the Fiscal Year 2004 Budget, the establishment of a Pre-Trial Release Program and an Electronic Monitoring Program shall be considered as a priority; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:


- (1) That, during the review and preparation of the Fiscal Year 2004 Budget, the establishment of a Pre-Trial Release Program and an Electronic Monitoring Program shall be considered as a priority.
- (2) That the County Clerk shall forward a certified copy of this Resolution to the Director of Court Services, the State's Attorney, the Public Defender, the Chief Judge of the Eleventh Circuit Court, and the County Administrator.

ADOPTED by the McLean County Board this 17th day of June, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the McLean County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Rackauskas moved the County Board approve a Request for Approval of Resolution Establishing a Pre-Trial Release Program and/or Electronic Monitoring Program as a Priority in the Fiscal Year 2004 Budget Preparation. Member Renner stated the following: our intent was for this to be included in the budget and policy process for the upcoming year. Clearly, we've had much information from the Alternatives to Jail group and the League of Women Voters and we have evaluated this with the Justice Committee. We've had an unusually coming together of people, from the State's Attorney's Office, the Public Defender's Office, Judge Freese, and Roxanne Castleman and there seems to be a substantial consensus on this. We've been monitoring the actual statistics within the jail and of the jail population, and we will continue to do that on a monthly basis and more intently on a quarterly basis. The assumption here is that if we want to put this into play the exact contours of this program would be something that would still need to be dealt with, something to plan for. We assume that we will continue to evaluate this and recognize that it might take awhile to determine what the precise reduction in the jail population might be. Member Kinzinger asked the following: is that going to impact negatively on the budget or is it all going to be covered by insurance? Is it something we need to take into consideration? Mr. Zeunik stated the following: the Law and Justice Center is covered by two separate insurance policies. Because the Public Building Commission owns the building, the Public Building Commission insures the structure. They will handle any of the structural damage, structural repair that is needed. It is my understanding that that is a first dollar policy that the Public Building Commission has. The County has a property insurance policy. That policy covers the contents of the building and provides for business interruption insurance. Fortunately, because of the way the electrical vault was constructed and the way the fire suppression system operates, the damage that occurred is confined to an area of the electrical vault. In fact, the only other damage that occurred in the building is that a wall, adjacent to a Circuit Clerk's store room, was bowed by the explosion. When that wall bowed it knocked over files that were stacked on shelves, much like a domino effect, but no records were damaged by fire, smoke, or water. But, in answer to your question, we expect that the insurance coverage that we have in place will cover most of the expenses. We should be fully covered on what happened on Sunday. Member Kinzinger asked the following: would that include issues such as loss of productivity, etc.? Mr. Zeunik responded with the following: yes, the business interruption portion of the insurance will cover the interruption to providing services, the additional cost incurred in terms of overtime that Facilities Management has put in, etc.

Member Renner stated the following: the General Report is located on pages 192-199.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: earlier this morning, I forgot to thank Bob Keller. Bob Keller and his staff have been very gracious in allowing us to use three very large rooms on the third floor of the Health Department building for use by County offices and departments, as a command center, and for meetings to discuss issues with contractors and Illinois Power. We also thank Greg Koos. We were here last month and didn't expect to be back in this building so soon but he was very gracious in making this room available to us on very short notice so the Board could meet again this month. Lastly, we do have some digital photographs, which are located on the table adjacent to where our State's Attorney is seated. Any Board Member is welcome to look at those photographs, which show the damage to the vault room. We are not allowing anyone in that room yet because it is not safe but if you are interested in looking at the pictures, I am sure that Jack Moody would be happy to explain what it is you are looking at.

OTHER BUSINESS AND COMMUNICATION:

Member Gordon stated the following: I am impressed all over again at the competence of the County staff and the County as a whole and I am rising only to suggest a round of applause for these people, all their hard work, and all the efforts they have put in the last 48 hours.

Member Segobiano stated the following: I've been around a long time so the resilience of McLean County Government doesn't surprise me at all. But I think we have one entity that sometimes we overlook. They are always here when need them. I think it is important to realize some of these small units are very vital to County Government and they are the Rescue Squads. Not only do they provide necessary assistance, but also the Board needs to know that in the recent power failure at BroMenn Hospital our rescue squad was there to provide them with temporary services. Those things often go unsaid about the smaller units of government.

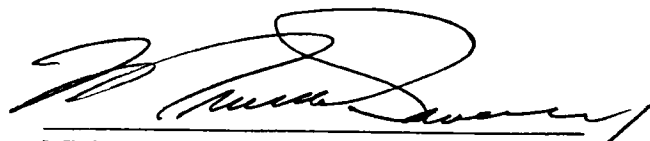
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

June 17, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$276,903.38	\$276,903.38
Finance		\$323,985.15	\$323,985.15
Human Services		\$323,135.75	\$323,135.75
Justice	\$19,827.26	\$1,499,903.63	\$1,519,730.89
Land Use		\$15,845.77	\$15,845.77
Property		\$211,492.57	\$211,492.57
Transportation		\$394,706.09	\$394,706.09
Health Board		\$472,811.89	\$472,811.89
Disability Board		\$48,170.08	\$48,170.08
T. B. Board		\$22,935.69	\$22,935.69
Total	\$19,827.26	\$3,589,890.00	\$3,609,717.26




Michael F. Sweeney, Chairman
McLean County Board

Members Selzer/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Renner moved for adjournment until Tuesday, July 22, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:35 a.m.

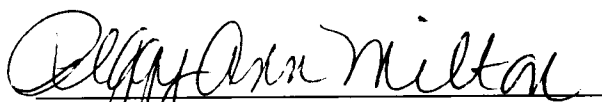
Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of June, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 9th day of July, 2003.


Peggy Ann Milton
McLean County Clerk